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EXECUTIVE ORDERS, PROCLAMATIONS AND ADMINISTRATIVE ORDERS

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 462

CREATING THE MUNICIPALITIES OF TACURONG AND M'LANG IN THE PROVINCE OF COTABATO

Upon the recommendation of the Provincial Board of Cotabato and pursuant to the provisions of section 68 of the Revised Administrative Code, there are hereby created in the Province of Cotabato two municipalities to be known as the municipalities of Tacurong and M'lang whose territories and boundaries are described as follows:

The Municipality of Tacurong: "Bounded on the east, by an imaginary straight line running northwesterly from a point in the boundary between Buluan and Koronadal, particularly at the sitio of Talic towards San Manuel, thence in the same direction to its intersection with another imaginary straight line, which shall serve as northern boundary, perpendicular to the above eastern boundary and passing through the municipal boundary monument along the national highway near the sitio of Gansing, between the municipalities of Dulawan and Buluan, towards the established boundary between the municipalities of Buluan and Dulawan; on the west, by the established and existing boundary between the municipalities of Dulawan and Buluan; on the south, by the established boundary between the municipalities of Buluan and Koronadal." (Used in this description: Map of the municipality of Buluan submitted by the District Engineer of Cotabato showing the constituted barrios to compose the proposed municipality of Tacurong, Province of Cotabato, Scale 1:250,000.)

The Municipality of M'lang: "Bounded on the east, by an imaginary straight line starting from the municipal boundary monument MBM No. 3 at the northern edge of Sikatulan Forest, thence straight to MBM No. 2 at the southern edge of the same forest, and from thence running straight eastward, coinciding with the Kidapawan-Buluan boundary at MBM No. 1 situated on the same boundary; on the south, by an imaginary straight line from MBM No. 1 on the Kidapawan-Buluan boundary, thence straight to the point where the Damakling River branches on its easternmost and biggest branch, and from thence following the westward course of the Damakling River until the sitio of Dungos; on the west, by an imaginary straight line from Dungos running northward until the intersection of the Buluan-Kabacan-Kidapawan boundaries; on the north, by the Malamote Creek, starting from the intersection of the Buluan-Kabacan-Kidapawan boundaries and following the eastward course of the Malamote Creek until the intersection of this creek with the Kabacan-Kidapawan boundary, thence from this intersection running straight south to the starting point, MBM No. 3 at the northern

edge of Sikatulan Forest." (Used in this description: Map of Kidapawan showing the proposed municipality of M'lang, Province of Cotabato, Scale 1:250,000, submitted by the District Engineer.)

The municipality of Tacurong contains the following barrios: Tacurong which shall be the seat of the municipal government, San Manuel, Mangilala, Damaguit, Tubac, Dungoan, Maibo, Talic, San Felipe, New Iloilo, Bucay-Pait, Tangtangan, Tajahmuda and Katungal.

The municipality of M'lang contains the following barrios: M'lang which shall be the seat of the municipal government, Malamote, Tibao, Lika, Bialong, Inas, Bagongtapay, Tawan-tawan, Dugong, Malasila, Tolonan, Minapan, and Damawato.

The organization herein made shall take effect upon appointment and qualification of the mayor, vice-mayor and a majority of the councilors thereof.

Done in the City of Manila, this 3rd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 463

AMENDING SECTION ONE OF EXECUTIVE ORDER NO. 342, DATED AUGUST 14, 1950, ENTITLED "DEFINING THE CEILING PRICES OF COMMODITIES FOR THE CITY OF MANILA AND SUBURBS, THE PROVINCES AND FOR OTHER PURPOSES."

By virtue of the powers vested in me by section 3 of Republic Act No. 509, entitled "An Act declaring national policy, authorizing the President of the Philippines for a limited period to fix ceiling prices of commodities and to promulgate rules and regulations regarding prices of commodities to effectuate such policy, and authorizing the appropriation of a certain sum for the purpose," and upon the recommendation of the Price Administration Board, I, Elpidio Quirino, President of the Philippines, do hereby amend section 1 of Executive Order No. 342, dated August 14, 1950, to read as follows:

"SECTION 1. The Price Administration Board is hereby authorized to fix the ceiling prices of commodities for all ports of entry and provincial capitals of the different provinces of the Philippines by adding the transportation and handling charges to the basic ceiling prices fixed for the City of Manila in accordance with the zones herein established, as follows:

(a) For zone No. 1, comprising the Provinces of Bataan, Batangas, Bulacan, Cavite, Cebu, Iloilo, Laguna, Mindoro Oriental, Pampanga, Quezon, Rizal, Tarlac and Zambales, ₱0.01 per pound or fraction thereof.

(b) For zone No. 2 comprising the Provinces of Albay, Antique, Bohol, Camarines Norte, Camarines Sur, Capiz, Catanduanes, La Union, Leyte, Marinduque, Masbate, Mindoro Occidental, Negros Occidental, Negros Oriental, Nueva Ecija, Pangasinan, Romblon, Samar and Sorsogon, ₱0.02 per pound or fraction thereof.

(c) For zone No. 3 comprising the Provinces of Agusan, Davao, Ilocos Sur, Lanao, Misamis Occidental, Misamis Oriental, Mountain Province, Nueva Vizcaya, Surigao and Zamboanga, ₱0.03 per pound or fraction thereof.

(d) For zone No. 4 comprising the Provinces of Abra, Bukidnon, Cagayan, Cotabato, Ilocos Norte, Isabela, Palawan and Sulu, ₱0.04 per pound or fraction thereof.

(e) For zone No. 5 comprising the Province of Batanes, ₱0.05 per pound or fraction thereof.

"The Price Administration Board is hereby further authorized to fix the ceiling prices of commodities for inland municipalities of the different provinces of the Philippines, except in the Province of Batanes which comprises zone No. 5, by applying the ceiling prices fixed for the zone next higher."

This Order shall take effect immediately.

Done in the City of Manila, this 18th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 464

FIXING THE CEILING PRICES OF COMMODITIES,
AMENDING EXECUTIVE ORDER NUMBERED
FOUR HUNDRED AND FORTY-TWO, EXECUTIVE
ORDER NUMBERED FOUR HUNDRED AND
FORTY-SEVEN, EXECUTIVE ORDER NUMBERED

FOUR HUNDRED AND FORTY-NINE AND EXECUTIVE ORDER NUMBERED FOUR HUNDRED AND FIFTY-TWO, AND FOR OTHER PURPOSES.

By virtue of the powers vested in me by section 3 of Republic Act No. 509, entitled "An Act declaring national policy, authorizing the President of the Philippines for a limited period to fix ceiling prices of commodities and to promulgate rules and regulations regarding prices of commodities to effectuate such policy, and authorizing the appropriation of a certain sum for the purpose," and upon the recommendation of the Price Administration Board, I, Elpidio Quirino, President of the Philippines, do hereby order:

SECTION 1. The following essential commodities shall not be sold at more than the maximum selling prices for importers, wholesalers and retailers set opposite each.

FOODSTUFF (IMPORTED)

GROUP I.—Without 17% Special Excise Tax on Foreign Exchange

Commodity	Unit	Im- porter's price	Whole- saler's price	Re- tailer's price
CANNED FISH:				
<i>Sardines in Tomato Sauce, Oval, Flat or Oblong:</i>				
Rosebowl Brand..	48/8-oz.	P16.41/cs.	P17.91/cs.	P0.42/ea.
<i>Sardines in Tomato Sauce Buffet:</i>				
Rosebowl Brand..	48/8-oz.	13.15/cs.	14.35/cs.	0.34/ea.

GROUP II.—With 17% Special Excise Tax on Foreign Exchange

DAIRY PRODUCTS:

Cheese:

"Civic" Aus- tralian Pro- cessed Cheddar Cheese	48/12-oz.	45.67/cs.	49.82/cs.	1.17/ea.
"Allowrie" Aus- tralian Pro- cessed Cheddar Cheese	48/12-oz.	40.28/cs.	43.95/cs.	1.03/ea.

SEC. 2. Section 4 of Executive Order No. 442, dated May 26, 1951, is hereby amended by increasing and setting up new ceiling prices for Mennen Talcum as follows:

**DRUGS, MEDICINES AND HOUSEHOLD REMEDIES
(IMPORTED)**

GROUP I.—With 17% Special Excise Tax on Foreign Exchange

Commodity	Unit	Im- porter's price	Whole- saler's price	Re- tailer's price
Mennen Borated Talcum....	4-oz./tin	P0.53	P0.64	P0.80
Mennen Borated Talcum....	9-oz./tin	1.00	1.20	1.50

SEC. 3. Section 1 of Executive Order No. 447, dated June 9, 1951, is hereby amended by increasing and setting up new ceiling prices of Dutch Baby Condensed Milk, by elim-

inating therefrom the retailer's prices and increasing and setting up new importer's and wholesaler's prices of Challenge, Darigold, Golden State and Dairy Maid Powdered Skimmed Milk, and by increasing and setting up new ceiling prices of Dairyherd Australian Processed Cheddar Cheese, Kraft Processed Cheese and Dairyherd Australian Pure Creamery Butter as follows:

FOODSTUFF (IMPORTED)

GROUP I.—Without 17% Special Excise Tax on Foreign Exchange

Commodity	Unit	Im- porter's price	Whole- saler's price	Re- tailer's price
MILK PRODUCTS:				
<i>Condensed Milk:</i>				
Dutch Baby Brand	48/14-oz.	P24.87/cs.	P26.60/cs.	P0.65/ea.
<i>Powdered Skimmed Milk:</i>				
Challenge	Drum/250#	128.29	137.24	.....
Darigold				
Golden State .				
Dairy Maid	Drum/225#	122.69	131.25	.....
Golden State				

GROUP II.—With 17% Special Excise Tax on Foreign Exchange

DAIRY PRODUCTS:

Cheese:

Dairyherd Aus- tralian Pro- cessed Cheddar Cheese	48/12-oz.	44.92/cs.	49.00/cs.	1.15/ea.
Kraft Processed Cheese and all other brands....	48/12-oz.	40.28/cs.	43.95/cs.	1.03/ea.

Butter:

Dairyherd Aus- tralian Pure Creamery But- ter	48/12-oz.	69.90/cs.	72.26/cs.	1.79/ea.
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SEC. 4. Section 1 of Executive Order No. 449, dated June 9, 1951, insofar as it sets up the maximum selling prices of Manila Paper in Sheets, is hereby repealed by setting up new ceiling prices as follows:

SCHOOL SUPPLIES (IMPORTED)

Commodity	Unit	Im- porter's price	Whole- saler's price	Re- tailer's price
<i>Manila Paper in Sheets:</i>				
36" x 48" — 80#	Ream/500	P41.02	P44.43	P0.10 Sheet
36" x 48" — 85#	Ream/500	43.58	47.21	0.11 Sheet
36" x 48" — 90#	Ream/500	46.14	49.99	0.12 Sheet
36" x 48" — 95#	Ream/500	48.71	52.77	0.12 Sheet
36" x 48" —100#	Ream/500	51.27	55.54	0.13 Sheet
36" x 48" —110#	Ream/500	56.40	61.10	0.14 Sheet
36" x 48" —120#	Ream/500	61.52	66.65	0.15 Sheet
36" x 48" —125#	Ream/500	64.09	69.43	0.16 Sheet

SCHOOL SUPPLIES (IMPORTED)—*Continued*

Commodity	Unit	Im- porter's price	Whole- saler's price	Re- tailer's price
36" x 48" -130#	Ream/500	P66.65	P72.21	P0.17 Sheet
36" x 48" -140#	Ream/500	71.78	77.76	0.18 Sheet
36" x 48" -150#	Ream/500	76.91	83.31	0.19 Sheet
36" x 48" -160#	Ream/500	82.03	88.87	0.21 Sheet
36" x 48" -170#	Ream/500	87.16	94.42	0.22 Sheet

SEC. 5. Section 1 of Executive Order No. 452, dated June 9, 1951, is hereby amended by increasing and setting up new ceiling prices of the textbook for third year, high school, entitled Silas Marner as follows:

TEXTBOOK (IMPORTED)

Commodity	Unit	Whole- saler's price	Re- tailer's price
<i>Third Year:</i> Silas Marner—Eliot	Each	P2.46	P2.87

SEC. 6. The ceiling prices fixed in this Order include for canned fish, milk products and textbook the 7 per cent sales tax and 1 per cent municipal tax and for Mennen borated talcum, dairy products and Manila paper the 17 per cent special excise tax on Foreign Exchange, 7 per cent sales tax and 1 per cent municipal tax.

SEC. 7. This Order shall take effect immediately.

Done in the City of Manila, this 21st day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 465

RECLASSIFYING THE PROVINCES OF THE
PHILIPPINES

Pursuant to the provisions of Republic Act Numbered One hundred and thirty, the following provinces are hereby reclassified as indicated herein, in accordance with the schedule provided in section 1 of Act Numbered Three thousand seven hundred and ninety-eight, as amended by Act Numbered Four thousand two hundred and sixteen, on the basis of their average annual revenue during

the five consecutive fiscal years ending June thirtieth, nineteen hundred and fifty as certified by the General Auditing Office:

PROVINCES

First Class—A

Albay
Batangas
Bohol
Bulacan
Cagayan
Camarines Sur
Capiz
Cavite
Cebu
Cotabato
Ilocos Norte
Ilocos Sur
Iloilo
Isabela
Laguna
Leyte
Misamis Oriental
Negros Occidental
Negros Oriental
Nueva Ecija
Pampanga
Pangasinan
Quezon
Rizal
Samar
Sorsogon
Tarlac

First Class—B

Antique
Davao
Lanao
Misamis Occidental
Surigao

First Class

Masbate
Mountain Province
Sulu
Zamboanga

Second Class

Agusan
Bataan
Camarines Norte
Nueva Vizcaya
Romblon
Zambales

Third Class

Abra
Bukidnon
Catanduanes
Marinduque
Palawan

Fifth Class

Batanes

Any province which, by virtue hereof, is raised in classification, shall pay the full amount of the increases in salaries of the officials thereof whose salaries are partly chargeable against the National Government, until the portion thereof payable by the National Government is duly provided in the annual General Appropriation Act.

The classification herein made shall take effect on July 1, 1951, except as regards the Provinces of Mindoro Oriental and Mindoro Occidental, the classification of which is being held in abeyance pending readjustment of the finances of said provinces resulting from the division on November 15, 1950, of the former Province of Mindoro.

Done in the City of Manila, this 22nd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 466

RECLASSIFYING ALL MUNICIPALITIES IN THE
PHILIPPINES

Pursuant to the provisions of section 5 of Republic Act Numbered Five hundred and fifty-four, the following municipalities are hereby reclassified as indicated herein, in accordance with the schedule provided in section 2170 of the Administrative Code, as amended by section 1 of said Republic Act Numbered Five hundred and fifty-four, on the basis of their average annual income during the four consecutive fiscal years, ending June thirtieth, nineteen hundred and fifty, as certified by the General Auditing Office:

ABRA

Municipalities	Class	Municipalities	Class
Bangued	Second	Peñarrubia	Fifth
Bucay	Fourth	Pidigan	Fifth
Danglas	Fifth	Pilar	Fourth
Dolores	Fifth	Sal-lapadan	Fifth
Lagañgilang	Fourth	San Isidro	Fifth
Lagayan	Fifth	San Juan	Fourth
Langiden	Fifth	San Quintin	Fifth
La Paz	Fifth	Villaviciosa	Fifth
Luba	Fifth	Tayum	Fifth
Manabo	Fifth		

AGUSAN

Municipalities	Class	Municipalities	Class
Buenavista	Third	Talacogon	Fifth
Cabadbaran	Second	Tubay	Fourth
Jabonga	Fourth	Carmen	Fourth
Nasipit	Third		

ALBAY

Municipalities	Class	Municipalities	Class
Bacacay	Fourth	Malinao	Fourth
Camalig	Third	Manito	Fifth
Guinobatan	First	Oas	Third
Jovellar	Fifth	Polangui	Second
Libog	Fourth	Rapu-Rapu	Fourth
Libon	Fourth	Tabaco	First-B
Ligao	Second	Tiwi	Fourth
Malilipot	Fourth		

ANTIQUE

Municipalities	Class	Municipalities	Class
Anini-y	Fourth	Pandan	Third
Barbasa	Third	Patnongon	Fourth
Bugasong	Third	San Jose	First
Caluya	Fifth	San Remigio	Fourth
Culasi	Third	Sibalom	Second
Dao	Third	Tibiao	Third
Laua-an	Third	Valderrama	Fifth
Libertad	Fourth		

BATAAN

Municipalities	Class	Municipalities	Class
Abucay	Fourth	Mariveles	Fourth
Bagac	Fourth	Moron	Second
Balanga	First	Orani	Second
Dinalupihan	First	Orion	Third
Hermosa	Third	Pilar	Fourth
Limay	Third	Samal	Fourth

BATANES

Municipalities	Class	Municipalities	Class
Basco	Fourth	Mahatao	Fifth
Itbayat	Fifth	Sabtang	Fifth
Ivana	Fifth	Uyugan	Fifth

BATANGAS

Municipalities	Class	Municipalities	Class
Agoncillo	Fourth	Mataas-na-kahoy	Fourth
Alitagtag	Third	Nasugbu	First
Balayan	First	Padre Garcia	Fourth
Batangas	First-A	Rosario	First-B
Bauan	First	San Jose	Second
Calaca	Third	San Juan	First
Calatagan	Third	San Luis	Fourth
Cuenca	Fourth	Santo Tomas	Third
Ibaan	Fourth	Taal	First-B
Lemery	First	Talisay	Fourth
Lian	Third	Tanauan	First-B
Lobo	Fourth	Taysan	Third
Mabini	Fourth	Tuy	Fourth
Malvar	Fourth		

BOHOL

Municipalities	Class	Municipalities	Class
Alburquerque	Fourth	Inabanga	Third
Alicia	Fourth	Jagna	Third
Anda	Fourth	Jetafe	Third
Antequera	Third	Lila	Fourth
Baclayon	Third	Loay	Third
Balilihan	Third	Loboc	Third
Batuan	Fourth	Loon	Third
Bilar	Fourth	Mabini	Third
Borja	Third	Maribojoc	Third
Calape	First	Panglao	Fourth
Candijay	Third	San Jacinto	Fourth
Carmen	Third	Sevilla	Fourth
Clarín	Third	Sierra-Bullones	Third
Corella	Fourth	Sikatuna	Fourth
Cortes	Fourth	Tagbilaran	First
Davis	Fourth	Talibon	Third
Dimiao	Third	Trinidad	Third
Duero	Fourth	Tubigon	Second
Garcia-Hernandez	Third	Ubay	Second
Guindulman	Third	Valencia	Second

BUKIDNON

Municipalities	Class	Municipalities	Class
Impasugong	Fifth	Maluko	Third
Malaybalay	Third	Talakag	Fourth

BULACAN

Municipalities	Class	Municipalities	Class
Angat	Third	Norzagaray	Fourth
Baliuag	First-B	Obando	Second
Bigaa	Fourth	Pandi	Fourth
Bocaue	First	Paombong	First
Bulacan	First	Polo	First
Bustos	Third	Plaridel	First
Calumpit	Second	Pulilan	Third
Guiguinto	Fourth	San Ildefonso	Third
Hagonoy	First-B	San Jose del Monte ...	Fourth
Malolos	First-B	San Miguel	First
Marilao	Third	San Rafael	Third
Meycauayan	First-B	Santa Maria	Second

CAGAYAN

Municipalities	Class	Municipalities	Class
Abulug	Third	Gattaran	Third
Allacapan	Fourth	Gonzaga	Third
Alcala	Fourth	Iguig	Fourth
Amulung	Fourth	Lal-lo	Fourth
Aparri	First	Pamplona	Fourth
Baggao	Fourth	Peña-blanca	Fourth
Ballesteros	Third	Piat	Fourth
Buguey	Third	Rizal	Fourth
Calayan	Fifth	Sanchez Mira	Fourth
Camalaniugan	Fourth	Santa Ana	Fourth
Claveria	Third	Solana	Third
Enrile	Fourth	Tuao	Third
Faire	Fourth	Tuguegarao	First

CAMARINES NORTE

Municipalities	Class	Municipalities	Class
Basud	Third	Mercedes	Fourth
Capalonga	Fourth	Paracale	Second
Daet	First	San Vicente	Fifth
Jose Pañganiban	Third	Talisay	Fourth
Labo	Third	Vinzons	Third

CAMARINES SUR

Municipalities	Class	Municipalities	Class
Baao	Fourth	Lupi	Fifth
Bato	Fourth	Magarao	Fourth
Bombon	Fifth	Milaor	Fourth
Buhi	Third	Minalabac	Fourth
Bula	Fourth	Nabua	Second
Cabusao	Fourth	Pamplona	Fourth
Calabanga	Third	Pasacao	Fourth
Camaligan	Fifth	Pili	Third
Canaman	Fifth	Ragay	Fourth
Caramoan	Third	Sagnay	Fourth
Del Gallego	Fifth	San Fernando	Fourth
Gainza	Fifth	San Jose	Fourth
Garchitorena	Fifth	Sipocot	Third
Goa	Third	Siruma	Fourth
Iriga	First	Tigaon	Third
Lagonoy	Fourth	Tinambac	Fourth
Libmanan	Second	Ocampo	Fourth

CAPIZ

Municipalities	Class	Municipalities	Class
Altavas	Third	Capiz	First
Balete	Fourth	Cuartero	Fourth
Banga	Third	Dao	Third
Batan	Fourth	Mambusao	Second
Dumalag	Third	Nabas	Fourth
Dumarao	Fourth	New Washington	Second
Ibajay	Second	Numacia	Third
Iuisan	Third	Panay	Third
Jamindan	Fourth	Panitan	Third
Kalibo	First	Pilar	Second
Lezo	Fourth	Pontevedra	Second
Libacao	Fourth	Pres. Roxas	Third
Madalag	Fourth	Sapian	Fourth
Makato	Third	Sigma	Fourth
Malay	Fifth	Tangalan	Fourth
Malinao	Fourth	Tapaz	Third
Buruanga	Fourth		

CATANDUANES

Municipalities	Class	Municipalities	Class
Baras	Fourth	Pandan	Fourth
Bato	Fourth	Pañganiban	Fourth
Calolbon	Fourth	Viga	Fourth
Caramoran	Fourth	Virac	Third

CAVITE

Municipalities	Class	Municipalities	Class
Alfonso	Second	Magallanes	Fifth
Amadeo	Fourth	Maragondon	Third
Bacoor	Second	Mendez-Núñez	Third
Bailen	Fifth	Naic	Second
Carmona	Fourth	Noveleta	Fourth
Dasmariñas	Fourth	Rosario	Third
General Trias	Third	Silang	Second
Imus	First	Tanza	Third
Indang	Second	Ternate	Fourth
Kawit	Third		

CEBU

Municipalities	Class	Municipalities	Class
Alcantara	Fourth	Consolacion	Third
Alcoy	Fourth	Cordova	Third
Alegria	Fourth	Daanbantayan	Third
Aloguinsan	Fourth	Dalaguete	Second
Argao	Second	Danao	First
Asturias	Third	Dumanjug	Second
Badian	Third	Ginatilan	Fourth
Balamban	Second	Liloan	Fourth
Bantayan	Second	Madridejos	Second
Barili	Second	Malabuyoc	Fourth
Bogo	First	Mandawe	Second
Boljo-on	Fourth	Medellin	Third
Borbon	Third	Minglanilla	Third
Carcar	Second	Moalboal	Fourth
Carmen	Fourth	Naga	First
Catmon	Third	Opon	First
Compostela	Fourth	Oslob	Third

CEBU—(Continued)

Municipalities	Class	Municipalities	Class
Pilar	Fourth	Santander	Fourth
Pinamungajan	Third	Sibonga	Second
Poros	Fourth	Sogod	Fourth
Ronda	Fourth	Tabogon	Fourth
Samboan	Fourth	Talisay	Second
San Fernando	Third	Toledo	Second
San Francisco	Fourth	Tuburan	Second
San Remigio	Third	Tudela	Fourth
Santa Fe	Third		

COTABATO

Municipalities	Class	Municipalities	Class
Buayan	Second	Koronadal	Third
Buluan	Second	Lebak	Fourth
Cotabato	First-B	Midsayap	First
Dinaig	Second	Nuling	Third
Dulawan	Second	Pagaluñgan	Second
Glan	Third	Parang	Third
Kabakan	Third	Pikit	Third
Kiamba	Third	Tumbao	Fourth
Kidapawan	Second		

DAVAO

Municipalities	Class	Municipalities	Class
Baganga	Third	Mati	Second
Caraga	Fourth	Padada	First
Cateel	Third	Panabo	Second
Compostela	Third	Pantukan	Second
Digos	First	Samal	Second
Governor Generoso	Third	Santa Cruz	First-B
Kapalong	Fourth	Saug	Third
Lupon	Third	Tagum	Second
Malita	Second	Trinidad	Fourth
Manay	Fourth		

ILOCOS NORTE

Municipalities	Class	Municipalities	Class
Bacarra	Fourth	Nueva Era	Fifth
Badoc	Third	Paoay	Third
Bangui	Third	Pasuquin	Third
Banna	Third	Piddig	Fourth
Batac	Second	Pinili	Fourth
Burgos	Fourth	San Nicolas	Third
Currimao	Fourth	Sarrat	Fourth
Dingras	Second	Salsona	Third
Laoag	First-B	Vintar	Third

ILOCOS SUR

Municipalities	Class	Municipalities	Class
Banayoyo	Fifth	Lapog	Third
Bantay	Third	Lidlidda	Fifth
Bauguen	Fourth	Magsingal	Third
Burgos	Fifth	Nagbukel	Fifth
Cabugao	Second	Narvacan	First
Candon	First	San Vicente	Fourth
Caoayan	Fourth	Santa	Third
Cervantes	Fourth	Santa Catalina	Fourth
Galimuyod	Fifth	Santa Cruz	Third

ILOCOS SUR—(Continued)

Municipalities	Class	Municipalities	Class
Santa Lucia	Third	Santo Domingo	Second
San Esteban	Fourth	Sinait	Third
San Ildefonso	Fifth	Tagudin	Third
Santa Maria	Second	Vigan	First-B
Santiago	Fourth		

ILOILO

Municipalities	Class	Municipalities	Class
Ajuy	Second	Lambunao	Second
Alimodian	Third	Leganes	Third
Anilao	Fourth	Lemery	Fourth
Balasan	Third	Leon	Second
Banate	Third	Lucena	Fourth
Barotac Nuevo	Second	Maasin	Third
Barotac Viejo	Third	Miagao	First
Batad	Fourth	Nueva Valencia	Fourth
Buenavista	Third	Oton	Second
Cabatuan	Third	Passi	First
Calinog	Second	Pavia	Third
Carles	Third	Pototan	First
Concepcion	Fourth	San Dionisio	Third
Dingle	Third	San Joaquin	Second
Dueñas	Third	San Miguel	Third
Dumangas	First	Santa Barbara	Second
Estancia	Second	Sara	Second
Guimbal	Third	Tigbauan	Second
Igaras	Third	Tubungan	Fourth
Janiuay	First	Zarraga	Fourth
Jordan	Third		

ISABELA

Municipalities	Class	Municipalities	Class
Alicia	Third	Naguilian	Fourth
Angadanan	Third	Palanan	Fifth
Antatet	Fifth	Reina Mercedes	Fourth
Aurora	Fourth	Roxas	Third
Cabagan	Third	San Agustin	Fourth
Cabatuan	Fourth	San Mariano	Fourth
Cauayan	Second	San Mateo	Third
Cordon	Fourth	San Pablo	Fourth
Echague	Third	Santa Maria	Fourth
Gamu	Third	Santiago	First
Ilagan	First	Santo Tomas	Fourth
Jones	Third	Tumauini	Third

LAGUNA

Municipalities	Class	Municipalities	Class
Alaminos	Third	Los Baños	Second
Bay	Fourth	Luisiana	Third
Biñan	First	Lumban	Third
Cabuyao	Third	Mabitac	Fourth
Calamba	First-B	Magdalena	Third
Calauan	Third	Majayjay	Second
Cavinti	Fourth	Nagcarlan	First
Famy	Fifth	Paete	Third
Lilio	Third	Pagsanjan	First
Loñosos	Fifth	Pakil	Fourth

LAGUNA—(Continued)

Municipalities	Class	Municipalities	Class
Pañgil	Fourth	Santa Maria	Fourth
Pila	Third	Santa Rosa	Third
Rizal	Fourth	Siniloan	Fourth
San Pedro	Fourth	Victoria	Fifth
Santa Cruz	First-B		

LANAO

Municipalities	Class	Municipalities	Class
Balo-i	Third	Kolambugan	Third
Baroy	Third	Lala	Fourth
Dansalan	First	Malabang	Third
Kapatagan	Fourth	Tubod	Third
Kauswagan	Fourth		

LA UNION

Municipalities	Class	Municipalities	Class
Agoo	Second	Pugo	Fifth
Aringay	Third	Rosario	Third
Bacnotan	Second	San Gabriel	Fourth
Balaoan	Second	San Fernando	First-B
Bangar	Second	San Juan	Third
Bauang	Second	Santo Tomas	Fourth
Caba	Fourth	Santol	Fifth
Luna	Third	Sudipen	Fourth
Naguilian	Second	Tubao	Third

LEYTE

Municipalities	Class	Municipalities	Class
Abuyog	Second	Kawayan	Fourth
Alangalang	Third	La Paz	Third
Albuera	Fourth	Leyte	Fourth
Almeria	Fifth	Libagon	Fourth
Anahawan	Fourth	Liloan	Third
Babatngon	Fourth	Maasin	Second
Barugo	Third	Macrohon	Fourth
Bato	Third	Malitbog	Third
Baybay	First	Maripipi	Fourth
Biliran	Fourth	Matalom	Third
Burauen	Second	Merida	Fourth
Cabalian	Third	Naval	Fourth
Cabucgayan	Fourth	Palo	Second
Caibiran	Third	Palompon	Third
Calubian	Fourth	Pastrana	Fourth
Capoccan	Fourth	Pintuyan	Fourth
Carigara	Second	San Miguel	Fourth
Dagami	Third	San Isidro	Third
Dulag	Third	Santa Fe	Fourth
Hilongos	Third	Sogod	Third
Hindang	Fourth	Tabango	Fifth
Hinunangan	Fourth	Tacloban	First-A
Hinundayan	Third	Tanauan	Second
Inopacan	Fourth	Tolosa	Fourth
Isabel	Fourth	Tunga	Fourth
Jaro	Third	Villaba	Fourth
Julita	Fourth		

MARINDUQUE

Municipalities	Class	Municipalities	Class
Boac	First	Mogpog	Third
Buenavista	Fourth	Santa Cruz	Second
Gasan	Third	Torrijos	Fourth

MASBATE

Municipalities	Class	Municipalities	Class
Aroroy	Third	Milagros	Third
Baleno	Fourth	Mobo	Fourth
Balud	Third	Placer	Fourth
Cataingan	Third	San Fernando	Third
Cawayan	Third	San Jacinto	Third
Dimasalang	Third	San Pascual	Fourth
Mandaon	Fourth	Uson	Fourth
Masbate	First		

MINDORO OCCIDENTAL

Municipalities	Class	Municipalities	Class
Abra de Ilog	Fourth	Paluan	Fourth
Looc	Fourth	Sablayan	Fourth
Lubang	Fourth	San Jose	Third
Mamburao	Fourth	Santa Cruz	Fifth

MINDORO ORIENTAL

Municipalities	Class	Municipalities	Class
Baco	Fourth	Pinamalayan	Second
Bongabong	Third	Pola	Third
Bulalacao	Fifth	Puerto Galera	Fourth
Calapan	First	Roxas	Fourth
Mansalay	Fourth	San Teodoro	Fifth
Naujan	First		

MISAMIS OCCIDENTAL

Municipalities	Class	Municipalities	Class
Aloran	Third	Lopez Jaena	Fourth
Baliangao	Third	Oroquieta	First
Bonifacio	Third	Plaridel	Second
Calamba	Second	Sinacaban	Fourth
Clarín	Fourth	Tangub	Third
Jimenez	Second	Tudela	Third

MISAMIS ORIENTAL

Municipalities	Class	Municipalities	Class
Alubijid	Third	Mahinog	Fourth
Balingasag	Second	Mambajao (Camiguin Island)	Second
Catarman (Camiguin Island)	Third	Manticao	Third
El Salvador	Fourth	Medina	Third
Gingoog	Second	Sagay (Camiguin Island)	Third
Initao	Third	Salay	Third
Jasaan	Fourth	Tagoloan	Third
Kinogitan	Third	Talisayan	Second
Lagonglong	Fourth		
Linugos	Fourth		

NEGROS OCCIDENTAL

Municipalities	Class	Municipalities	Class
Asia	Fourth	Manapla	Second
Bago	First	Murcia	Second
Binalbagan	First	Pontevedra	Second
Cadiz	First-B	Pulupandan	First
Calatrava	Second	Sagay	First-B
Cauayan	Second	San Carlos	First-B
Escalante	First	San Enrique	Third
Himamaylan	First	Saravia	Second
Hinigaran	First	Silay	First-B
Ilog	Third	Sipalay	Fourth
Isabela	First-B	Talisay	First
Kabankalan	First	Toboso	Second
La Carlota	First	Villadolid	Third
La Castellana	First	Victorias	First

NEGROS ORIENTAL

Municipalities	Class	Municipalities	Class
Ayungon	Fourth	Maria	Fourth
Amlan	Third	Payabon	Fourth
Bacong	Fourth	San Juan	Fourth
Bais	First	Santa Catalina	Fourth
Canlaon	Third	Siaton	Third
Dauin	Fourth	Sibulan	Fourth
E. Villanueva	Fourth	Siquijor	Fourth
Guijulngan	First	Tanjay	First
Jimalalud	Third	Tayasan	Fourth
La Libertad	Third	Tolong	Third
Larena	Third	Vallehermoso	Third
Lazi	Third	Valencia	Fourth
Manjuyod	Third	Zamboanguita	Fourth

NUEVA ECIJA

Municipalities	Class	Municipalities	Class
Aliaga	Third	Papaya	Third
Bongabon	Second	Peñaranda	Third
Cabiao	Second	Quezon	Third
Carranglan	Fourth	Rizal	Third
Cuyapo	First	San Antonio	Second
Gapan	First	San Isidro	Second
Guimba	First	San Jose	First-B
Jaen	Third	San Leonardo	Fourth
Laur	Third	Santa Rosa	Third
Licab	Fourth	Santo Domingo	Second
Lupao	Second	Talavera	First
Muñoz	First	Talugtag	Fourth
Nampicuan	Fourth	Zaragoza	Third
Pantabangan	Fourth		

NUEVA VIZCAYA

Municipalities	Class	Municipalities	Class
Aritao	Third	Bayombong	Third
Bagabag	Third	Dupax	Fourth
Bambang	Third	Solano	Second

PALAWAN

Municipalities	Class	Municipalities	Class
Aborlan	Fourth	Coron	Third
Agutayan	Fifth	Cuyo	Fourth
Bacuit	Fourth	Dumaran	Fourth
Brooke's Point	Fourth	Puerto Princesa	Second
Cagayancillo	Fifth	Taytay	Fourth

PAMPANGA

Municipalities	Class	Municipalities	Class
Angeles	First-A	Masantol	Third
Apalit	Third	Mexico	Third
Arayat	Second	Minalin	Third
Bacolor	Second	Porac	Third
Candaba	Second	San Fernando	First-A
Floridablanca	Second	San Luis	Fourth
Guagua	First-B	San Simon	Fourth
Lubao	First	Santa Ana	Fourth
Mabalacat	Second	Santa Rita	Third
Macabebe	First	Sexmoan	Third
Magalang	Third		

PANGASINAN

Municipalities	Class	Municipalities	Class
Agno	Fourth	Mangaldan	First
Aguilar	Fourth	Mangatarem	Second
Alaminos	Second	Mapandan	Fourth
Alcala	Third	Natividad	Fourth
Anda	Fourth	Pozorrubio	Second
Asingan	Second	Rosales	Second
Balungao	Third	San Carlos	First
Bani	Third	San Fabian	Second
Bautista	Fourth	San Jacinto	Fourth
Bayambang	First	San Manuel	Third
Binalonan	Second	San Nicolas	Third
Binmaley	Third	San Quintin	Second
Bolinao	Third	Santa Barbara	Third
Bugallon	Third	Santa Maria	Third
Burgos	Third	Santo Tomas	Fifth
Calasiao	Third	Sison	Fourth
Dasol	Fourth	Sual	Fourth
Infanta	Fourth	Tayug	First
Labrador	Fourth	Umingan	Second
Lingayen	First	Urbiztondo	Third
Mabini	Fourth	Urdaneta	First
Malasiqui	First	Villasis	Second
Manaoag	First		

QUEZON

Municipalities	Class	Municipalities	Class
Agdangan	Fourth	Lucena	First-B
Alabat	Third	Macalelon	Third
Atimonan	First	Maria Aurora	Fourth
Aurora	Fourth	Mauban	Second
Baler	Second	Mulanay	Fourth
Burdeos	Fourth	Padre Burgos	Third
Calauag	Second	Pagbilao	Second
Candelaria	First	Perez	Fourth
Casiguran	Fifth	Pitogo	Third
Catanauan	Third	Polillo	Fourth
Dolores	Fourth	Quezon	Fourth
General Luna	Fourth	Sampaloc	Third
General Nakar	Fourth	San Narciso	Fourth
Guinayangan	Third	Sariaya	First
Gumaca	First	Tagcauayan	Third
Infanta	Second	Tayabas	First
Lopez	First	Tiaong	First
Luchan	First	Unisan	Third

RIZAL

Municipalities	Class	Municipalities	Class
Angono	Fourth	Morong	Third
Antipolo	Second	Muntinlupa	Third
Baras	Fourth	Navotas	First
Binangonan	Third	Parañaque	First-B
Cainta	Fourth	Pasig	First-A
Caloocan	First-A	Pateros	Fourth
Cardona	Fourth	Pililla	Fourth
Jalajala	Fifth	San Juan del Monte.....	Fourth
Las Piñas	Third	San Mateo	Third
Makati	First-A	Tagig	Third
Malabon	First-A	Tanay	Third
Mandaluyong	First-B	Taytay	Second
Marikina	First-B	Teresa	Fourth
Montalban	Fourth		

ROMBLON

Municipalities	Class	Municipalities	Class
Badajos	Third	Looc	Fourth
Cajidiocan	Fourth	Magdiwang	Fifth
Concepcion	Fourth	Odiongan	Third
Corcuera	Fourth	Romblon	Second
Despujols	Fourth	San Fernando	Fourth
Jones	Fourth	Santa Fe	Fourth

SAMAR

Municipalities	Class	Municipalities	Class
Allen	Fourth	Llorente	Fourth
Almagro	Fifth	Marabut	Fourth
Balangiga	Fourth	Mercedes	Fifth
Basey	Second	Mondragon	Fourth
Bobon	Fourth	Motiong	Fifth
Borongan	Third	Oras	Third
Calbiga	Fourth	Palapag	Fourth
Can-avid	Fourth	Pambujan	Fourth
Capul	Fifth	Pinacbadao	Fifth
Catarman	Third	Quinapondan	Fourth
Catbalogan	First	Salcedo	Third
Catubig	Third	San Antonio	Fourth
Daram	Fourth	San Jose	Fourth
Dolores	Fourth	San Julian	Fourth
Gamay	Fourth	San Policarpio	Fifth
Gandara	Fourth	Santa Margarita.....	Fourth
General McArthur.....	Fourth	Santa Rita	Fourth
Giporlos	Fourth	Santo Niño	Fifth
Guiuan	First	Sulat	Fourth
Hernani	Fourth	Taft	Fourth
Hinabangan	Fifth	Talalora	Fourth
Jiabong	Fifth	Tarangan	Fourth
Laoang	Third	Villareal	Fourth
Lapinig	Fifth	Wright	Fourth
Las Navas	Fourth	Zumarraga	Third
Lavezares	Fourth		

SORSOGON

Municipalities	Class	Municipalities	Class
Bacon	Third	Casiguran	Third
Barcelona	Fourth	Castilla	Fourth
Bulan	First	Donsol	Fourth
Bulusan	Fourth	Gubat	Second

SORSOGON—(Continued)

Municipalities	Class	Municipalities	Class
Irosin	Third	Pilar	Third
Juban	Fourth	Prieto-Diaz	Fifth
Magallanes	Third	Santa Magdalena.....	Fifth
Matnog	Fourth	Sorsogon	First

SULU

Municipality

Jolo First

SURIGAO

Municipalities	Class	Municipalities	Class
Bacuag	Fourth	Liangsa	Third
Bislig	Fourth	Lingig	Fourth
Cantilan	Third	Loreto	Fourth
Carrascal	Fourth	Mainit	Third
Dapa	Third	Numancia	Fourth
Dinagat	Fourth	Placer	Third
General Luna	Fourth	Surigao	First-B
Gigaquit	Third	Taganaan	Fourth
Hinatuan	Third	Tago	Second
Lanuza	Fourth	Tandag	Third

TARLAC

Municipalities	Class	Municipalities	Class
Anao	Fourth	Gerona	Second
Bamban	Third	La Paz	Second
Camiling	First	Mayantoc	Third
Capas	Third	San Clemente	Fourth
Moncada	Second	San Manuel	Fourth
Paniqui	First-B	Santa Ignacia	Third
Pura	Third	Tarlac	First-A
Ramos	Fourth	Victoria	First
Concepcion	First		

ZAMBALES

Municipalities	Class	Municipalities	Class
Botolan	Third	San Antonio	Third
Cabangan	Fourth	San Felipe	Fourth
Candelaria	Fourth	San Marcelino	Third
Castillejos	Third	San Narciso	Third
Iba	Third	Santa Cruz	Third
Masinloc	Third	Subic	First
Palauig	Fourth		

ZAMBOANGA

Municipalities	Class	Municipalities	Class
Aurora	Second	Labason	Third
Dapitan	Second	Margosatubig	Second
Dipolog	First	Molave	Second
Ipil	Fourth	Pagadian	First
Kabasalan	Second	Sindangan	Second
Katipunan	Second	Siocon	Third
Labangan	Third		

Any municipality which, by virtue hereof, is raised in classification shall provide for the full amount of the increase in salary to which the justice of the peace thereof

is entitled until the said amount shall have been duly provided in the annual General Appropriation Act.

This reclassification shall take effect as of July 1, 1950.

Done in the City of Manila, this 22nd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE

MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 467

ORGANIZING THE MUNICIPALITIES OF POLANCO
AND NEW PIÑAN IN THE PROVINCE OF ZAM-
BOANGA.

Upon the recommendation of the Provincial Board of Zamboanga and pursuant to the provisions of section 68 of the Revised Administrative Code, there are hereby organized in the Province of Zamboanga out of certain portions of the municipality of Dipolog two municipalities to be known as the municipalities of Polanco and New Piñan whose territories are more particularly bounded and described as follows:

POLANCO

From the sitio of Guinatulan (which is somewhere southeast of the poblacion of the barrio of Olingan and northeast of the sitio of Sinaman running N. 53° 00' E in a straight line crossing Dipolog River to the east bank of said river; thence N. 74° 00' E. to the sitio of Balimbing intersecting Dipolog-Dapitan municipal boundary; thence southeastward following the Dipolog-Dapitan boundary to a point on said boundary exactly east of the sitio of Sigabi; thence westward in a straight line passing through the said sitio of Sigabi until it touches the middle course of the east tributary of Dipolog River; thence upstream following the course of this river to a point exactly east of the sitio of Disoy and southwest of the sitio of Gumay; thence southwesterly in a straight line passing through the sitio of Buburingan until it touches the upper course of the west tributary of Dipolog River; thence down-stream to a point on the bank of the said river exactly west of the poblacion of the barrio of Dansullan; thence northwesterly in a straight line to the point of beginning at the sitio of Guinatulan.

NEW PIÑAN

From the common point of the north boundary of the municipality of Molave, the east boundary of the municipality of Katipunan and southwest boundary of the municipality of Dipolog eastward following the said north boundary of the municipality of Molave until it intersects the Zamboanga Misamis Occidental boundary;

thence northward following the said Zamboanga-Misamis Occidental boundary to the point where it intersects the common boundary of Dapitan and Dipolog; thence westward and northwestward following the Dapitan-Dipolog boundary to a point on said boundary exactly east of the sitio of Sigabi; thence following the southeast boundary of the municipality of Polanco as above described to its intersection with the west tributary of Dipolog River; thence southwesterly in a straight line to the point of beginning. (Reference used in this description: Map of the proposed municipality of Polanco showing the proposed boundary from mother municipality, different barrios and sitios, scale 1:100,000 submitted by the district engineer and approved by the provincial governor and marked A in the records of the Executive Office.)

The municipality of Polanco contains the following: barrios: Polanco, which shall be the seat of the municipal government, Guinles, Sianib, and Dansullan.

The Municipality of New Piñan contains the following sitios which are hereby organized into barrios; New Piñan, which shall be the seat of government, Sigabi, Bacoyong, Gumay, Calican, Diolen, Tubak, Buena Suerte, Head Tipan, Dionum, Sikitan, Salvacion, Yabo, Upper Disoy, Sibulan, and Dampalan.

The municipality of Dipolog shall have its present territory minus the barrios and sitios comprised in the municipalities of Polanco and New Piñan, as herein organized.

The municipalities of Polanco and New Piñan shall each begin to exist upon the appointment and qualification of the mayor, vice-mayor and a majority of the councilors thereof.

Done in the City of Manila, this 22nd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 468

ORGANIZING CERTAIN PORTION OF THE MUNICIPALITY OF MARGOSATUBIG, PROVINCE OF ZAMBOANGA, INTO AN INDEPENDENT MUNICIPALITY UNDER THE NAME OF ALICIA.

Upon the recommendation of the Provincial Board of Zamboanga, and pursuant to the provisions of section 68 of the Revised Administrative Code, there is hereby or-

ganized in the Province of Zamboanga, a municipality to be known as the municipality of Alicia which shall consist of the southwestern part of the municipality of Margosatubig and more particularly bounded and described by the following boundary lines:

Beginning from the mouth of Lapirauan River on Dumanquilas Bay running northwesterly following its course to a distance of 2,500 meters; thence N. 47° 30' W. in a straight line to a distance of 12,000 meters; thence N. 32° 00' to a distance of 3,000 meters more or less until it meets the old boundary line of Margosatubig and Kabasalan municipalities; thence in a southwesterly direction following the same old Margosatubig-Kabasalan boundary line to Talaïd Point; thence eastward and southward following the shore line and around west and south coast of Olutanga Island including adjacent small islands, to the point of beginning, the mouth of Lapirauan River." (Used in this description: Map of the Proposed municipality of Naga-Naga, now Alicia, showing the different barrios and sitios of the mother municipality, scale 1:250,000, submitted by the district engineer and approved by the provincial Governor of Zamboanga.)

The municipality of Alicia as herein organized shall have the following barrios: Naga-Naga, which shall be the seat of the municipal government, Benuangan, Pandan-Pandan, Lutiman, Cawayan, Minundas, Talusan, Caliran, Ganda-an, and Suba-Nipa.

The organization herein made shall take effect upon the appointment and qualification of the mayor, the vice-mayor and a majority of the councilors thereof.

Done in the City of Manila, this 22nd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 469

ORGANIZING A CERTAIN PORTION OF THE MUNICIPALITY OF SINDANGAN, PROVINCE OF ZAMBOANGA, INTO AN INDEPENDENT MUNICIPALITY UNDER THE NAME OF LILOY.

Upon the recommendation of the Provincial Board of Zamboanga and pursuant to the provisions of section 68 of the Revised Administrative Code, the barrio of Liloy

and sitios of Salug, Lipacan, Palandoc, Caracol, Mucas, Timan, Banigan and Patawag, all of the municipality of Sindangan, Province of Zamboanga, are hereby segregated from the said municipality and organized into an independent municipality under the name of Liloy with the seat of government at the barrio of Liloy.

The municipality of Liloy shall have the following boundaries:

From the mouth of Palandoc River on Sindangan Bay, running southerly following its course up to its source, thence southward in a straight imaginary line until this line intersects the old boundary line between Sindangan and Kabasalan; thence in a westerly direction following the old boundary line between Sindangan and Kabasalan until it intersects the course of the Patawag River; thence northerly following the course of this river to its mouth; thence following the boundary of the municipal waters which the municipality of Liloy should have to the mouth of Palandoc River, the point of beginning." (Used in this description: Map of the Proposed municipality of Liloy showing the different barrios and sitios of the mother municipality, Scale 1:250,000, approved by the District Engineer.)

The municipality of Liloy shall have the following barrios: Liloy, Salug, Lipacan, Palandoc, Caracol, Mucas, Timan, Banigan and Patawag.

The municipality of Liloy shall begin to exist upon the appointment and qualification of the mayor, vice-mayor and a majority of the councilors thereof.

Done in the City of Manila, this 22nd day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE

MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 470

PROVIDING INSTRUCTIONS TO BE FOLLOWED IN
THE CONDUCT OF PUBLIC AFFAIRS DURING
THE TIME THAT THE PRESIDENT IS OUTSIDE
THE PHILIPPINES.

WHEREAS, it is imperative that the President should leave the Philippines to take up official matters vitally affecting the relations of the Philippines and the United States;

NOW, THEREFORE, the following instructions are hereby issued for the conduct of public affairs during his absence:

1. The Vice-President of the Philippines is authorized to exercise supervision over the executive departments for and in the name of the President. The Executive Secretary shall, as heretofore, sign all papers that are ordinarily signed by him by or under the authority of the President.

2. Each Secretary of Department shall attend to and decide matters which pertain to his Department and which under the law, he may decide. On those matters which require approval of the President, in case urgent action is needed, such approval shall be obtained by cable. On other departmental business which, although within the jurisdiction of a Secretary of Department, are of such importance as to affect the general policies of the Government and, therefore, should be the subject of consultation with the President, the Secretary concerned may communicate for such purpose with the President by cable or other convenient means of communication.

3. The Cabinet shall hold its regular meetings and shall meet at such other times as may be necessary. The Vice-President shall preside over the meetings. Matters which have heretofore been acted upon by the Cabinet shall continue to be considered and decided by the Cabinet: *Provided, however,* That in the absence of unanimity of opinion on any important question submitted, no decision shall be taken until it shall have been submitted to the President.

4. All official communications to the President, whether by letter or by cable, shall be transmitted through or by the Executive Secretary.

5. The Vice-President shall preside over all official ceremonies, receive and return the official calls of foreign dignitaries in behalf and in representation of the President, and on such occasions the Vice-President shall be entitled to the honors and courtesies due the President of the Philippines.

Done in the City of Manila, this 24th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 471

REVISING APPENDIX A OF REPUBLIC ACT NO. 650, BANNING THE IMPORTATION OF CERTAIN COMMODITIES AND PROVIDING THE PROCEDURE OF IMPORTING GOODS UNDER ECA AUTHORIZATIONS.

By virtue of the powers vested in me by Republic Act No. 650, entitled "An Act to Regulate Imports and for

other purposes," and upon the recommendation of the Import Control Commission, I, Elpidio Quirino, President of the Philippines, do hereby order:

1. Appendix A, Republic Act No. 650, is hereby revised as per Annex A, hereto attached and made part of this Order.

2. The importation of any of the items listed in Annex B, hereto attached and made part hereof, is hereby banned effective immediately, and those listed in Annex C, effective July 1, 1952.

3. Goods to be imported under ECA Procurement Authorizations shall not be licensed by the Import Control Commission. Applicants for such goods, however, should apply to any Authorized Agent of the Central Bank of the Philippines for the necessary letters of credit, the Authorized Agent concerned to apply in turn to the Central Bank of the Philippines for the covering Procurement Sub-Authorizations.

Done in the City of Manila, this 24th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

ANNEX A

COMPLETELY DECONTROLLED ITEMS

Canned fish

Salmons
Sardines

Canned milk

All kinds of milk

Canned meat products

Corned Beef
Vienna Sausage

Printed matters

College Textbooks

Printing materials

Paper and other materials for books

Clothing

Used Clothing

All items decontrolled or ordered imported without limitation as to volume and value after the effectivity of this Executive Order.

ESSENTIAL ITEMS OF IMPORT

Livestock

Carabao
Cattle—cows, calves, bulls—for breeding
Cattle—cows, calves, bulls—for consumption
Dogs for breeding and military purposes
Horses for breeding purposes
Swine for breeding purposes
Chicks and poultry for breeding purposes
Goats, sheep, pigeons, geese, ducks, rabbits, for breeding purposes
Guinea pigs for laboratory purposes

Chilled or frozen

Beef and Veal

Milk and cream

Dry Skim Milk

Infants and Dietetic Foods

Ice Cream Mix

Powdered Milk

Canned fish

Mackerel

Herring

Squid

Hides and skins

Cattle

Leather unmanufactured

Lining Leather

Sole and Harness Leather

Upper Leather

Welting Leather

All Others Including Scraps

Leather manufactures

Beltings

Fiber Shoe Counters

Animal products and fish oils

Cod Liver Oil

Animal Wax

Hydrogenated Oil

Glue

Grains and preparations

Barley Malt

Flour, Wheat

Rice Unhusked for Propagation

Rice Non Glutinous

Whole Wheat Grain

Beverage wine liquors

Mass Wine

Flavors, extracts, concentrate, and mixtures

Alcoholic beverages

Non-alcoholic beverages

Other manufacture

Rubber and rubber manufactures

Belts

Beltings

Heels

Hose and Tubing

Packing and Gaskets

Rubber Friction Tape

Soles Inner

Soles Outer

Sheets Crude

Sheets Manufactured

Sheeting and Soling

Rubber Cement

Airplane tires

Casings

Tubes

Automobile tires

Casings
Solid Tires
Tubes

Bicycle tires

Casings
Tubes

Motorcycle tires

Casings
Tubes

Truck and tractor tires

Casings
Tubes

Tires and tubes N E S

All Other Tires
All Other Tubes

Gums

Arabic
Tragacanth
Other Gums

Resins

Camphor
Resin
Shellac
Turpentine
Other Resins and Balsams

Oils fixed and inedible

Linseed Oil
Palm Oil

Seeds for propagation purposes

Seedlings Bulb Plants
Onion Seeds
All Other Vegetable Seeds
All Other Seeds

Miscellaneous vegetable products

Hops and hop products
Hydrogenated Vegetable Oil

Cotton unmanufactures

Raw Cotton

Cotton semi-manufactures

Mercerized Yarns
Twines

Cotton manufactures

Bleached Cloth for Embroidery and re-export
Blue Denin Cloth
Cotton Duck
Threads, Sewing and Crochet
Woven with Dyed Yarns

Miscellaneous cotton manufactures

Beltings
Filter Cloth
Gauze Surgical
Shoe Tops Rubberized Fabrics
Surgical Dressings

Jute and other fibers

Bags or Sacks New
Burlaps and Baggings
Oakum
Threads and Twines
Used Bags or Sacks

Wool semi-manufacture

Yarns Wool

Hair manufactures

Bristle

Manufactured of rayon and other synthetic textile

Cloth
Remnants

Other manufactures of rayon

Threads
Yarns

Cork and manufactures

Stoppera
Boards or in sheets

Unprinted papers and manufactures

Cigarette paper
Kraft Paper Container Board
Paper for adding Machine, Cash Registers
Roofing Felt Sheetings

Printed matter

Technical and Scientific Books and Journals

Printing material

Newsprint

Pasteboard and cardboard

Wall Board
Pasteboards, Cardboards in Sheets

Non-metallic minerals

Natural Gas
Refrigerants—Ammonia, CO₂ Gases
Freon Gas

Coal and related fuels

Bunker Fuel
Coal Tar
Gasoline—Ordinary, Aviation
Grease
Kerosene
Naphthas and Other Light Products
Oil Dead or Cresote
Oil Diesel
Oil Lubricating
Oil Flotation
Brake Fluid Hydraulic
Petroleum Asphalt Unmanufactured
Petroleum Asphalt Manufactures
Petroleum Jelly Vaseline Petroleum
Wax Mineral and Paraffin Floor Wax
All Other Petroleum Products N E S

Glass and glass products

Plate Glass
Window Glass
Sheet Glass

Containers

Ampules and Vials Empty
Demijohns

Glassware

Laboratory Glassware
Optical Glass and Lenses

Clay and clay products and other non-metallic minerals

Electrical Porcelain Insulators
Gas Mantle

Abrasive products natural

Emery Cloth and Emery Paper
Emery Sand and Emery Powder
Emery Corundum Wheels
Grindstones and Pulpstones
Hones and Whet Stones

Non-metallic abrasive products

Abrasive Pastes Compounds and Cakes
Abrasive Paper and Cloth
Steel Wool
Other Products N E S

Asbestos and products

Unmanufactures

Asbestos manufactures

Packing
Textiles and Yarns

Carbon and graphite products

Electrode for Furnace or Elec. Works
Brushes and Brush Stocks
Graphite and Plumbago

Other non-metallic minerals and manufactures

Fluorspar, Feldspar
Fullers Earth Retrol
Magnesia Manufactures
Nica and Manufactures
Plaster of Paris
Silica Standard
Sulphur
Talc Powder not Talcum Powder

Iron and steel semi-manufactures

Pig Iron
Bar Iron
Steel Rods or Bars

Iron and steel sheets and plates

Band or Hoop Iron
Corrugated Roofings
Plain Galvanized
Boilers Plates
Tin Plates Ternsplates and Taggers Tin
Scrap Tijplate
Other N E S

Steel mill products structural iron and steel

Angles and Channels
Beams
Castings and Forgings
Railroad Track Materials
Prefabricated Materials Structural
Other Structural Materials

Pipes and pipe fittings

Boiler Tubes
Cast Iron Soil Pipe and Fittings
Malleable Iron Fittings
Steel Black Pipes and Tubes
Steel Galvanized Pipes and Tubes
All Other Pipes and Fittings N E S

Wire and manufactures

Cables and Wire Rope
Gauge Wire Cloth Wire Screens
Round Wire
Round Wire for Nails
Welding Rods

Nails and bolts

Roofing Nail
Spikes
Tacks and Staples

Tools

Augers Drills Braces Gimlets and Reamers
Axes ADZ and Hatches
Piles and Rasps
Gauges Squares and Levers
Hack Saw Blades
Hammers
Hoes Rakes and Shovels
Planes and Chisels
Pliers
Saws
Vises
Wrenches
Mechanic Tools not Elsewhere Classified
All Other N E S

Iron and steel advance manufactures

Buckets
Chains
Hinges and Butts
Locks and Padlocks
Needles
Screws
Welding Equipment Oxyacetyline
Tackles and Pulleys

Non-ferrous metal aluminum and manufacture of

Foil and Leaf
Sheets Corrugated
Sheets Plain

Brass and bronze manufactures

Bars Rods Ingots
Locks Hinges Butts
Nails Tacks Screws Nuts Bolts Washers
Pipes and Pipe Fittings

Plates Sheets and Strips
Wire and Manufactures
Other Builders Hardware
Machinery and Parts of

Copper and manufactures

Bars Ingots Slabs or Pigs
Nails Tacks Screws Nuts Bolts Washers
Pipes and Tubes and Fittings
Sheets Plates and Strips
Wire Bare
Wire Insulated

Lead and manufactures

Bottle caps
Pigs Anodes Bars
Solder and Babbit Metal
Type and Type Metal

Tin and manufactures

Ingots Bars Slabs
Tin Foils
Bottle Caps
Cans Cylinders

Zinc and manufactures

Bars Pigs and Rods
Dust

Other non-ferrous metals and manufactures

Antimony
Mercury or Quicksilver
Nickel

Miscellaneous metal manufactures

Drums Empty

Alloys

Babbit Metal
Ferro Alloys
Nichrome Wire

Agricultural machine and equipment cultivating machinery

Plows Cultivators and Harness
Plows Cultivators and Harness Parts of Tractors
All Other N E S

Agricultural machine and equipment harvesting machinery

Reapers and Mowers Other Than Lawn Mowers
Rice Threshers
Rice Threshers Parts of
All Other Agricultural Machine Implements and Part

Office equipment

Cash Registers Parts of
Parts of Calculating and Computing Machines
Parts of Duplicating Machines
Typewriters Parts

Mining and quarrying machinery

Drills
Mine Car Loaders
Mine Shafts and Slope Hoists
Grinding Mills Pulverizers Crushers
Other Mining and Quarrying Machine Parts of

Pumping machinery

Centrifugals Pumps
Other Pumps
Pumps N E S
Pumps Accessories and Parts N E S

Printing and bookbinding machinery

Bookbinding Machines and Parts
Printing Presses Machines
Printing Presses Machines Parts of
Typesetting Machines and Parts

Power generating machinery

Stationary Steam Engines and Turbines
Steam Boilers
Condensers Heaters Accessories and Parts
Other Steam Engines N E S

Internal combustion engines

Diesel and Semi-diesel Marine Engines
Low Compression Engines
Gasoline and Kerosene Stationary Engines
Gas Kerosene Watercraft Motors and Engines
Engine Accessories and Parts
Water Wheels, Water Turbines and Parts
All Other N E S

Construction and conveying machinery

Concrete Mixers and Pavers
Hoisting Machines
Road Making Machines

All other machinery

Air Compressors
Bag Making Machinery and Parts
Coffee and Corn Mills
Fiber Stripping Machines and Parts
Logging Machinery and Parts
Meat Grinders Corn Coffee
Metal Working Machinery and Parts
Oil Extracting Machinery and Parts
Paper and Pulp Mill Machinery and Parts
Rubber Working Machinery and Parts
Sawmill Machinery and Parts
Sewing Machines and Parts
Shoe Making Machinery and Parts
Sugar Mills and Parts
Textiles Machinery and Parts
Wood Working Machinery and Parts
Machinery and Engines for Overhaul and subsequent Re-Export
Vessels for Drydocking
All Other Machinery and Parts

Meters not electrical

Gas
Taxi
Water
Other N E S

Electrical machinery and apparatus

Armateur and Commutators
Dry Multiple Cell Batteries
Parts of Batteries

Capacitors
Condensers
Condensing Units
Elevators
Electric Tools
Electrical wires
Flashlights Batteries
Fluorescent Lamps
Generators Dynamos and Turbines
Generating Sets Diesel and Motor
Generator Parts and Accessories
Magnetos
Meters
Motors
Electrical Parts and Accessories Used in the Manufacture of
Incubators and Brooders
Motor Parts
Radio Tubes
Radio Transmitter and Parts
Radio Parts
Refrigerator Industrial
Refrigerator Parts
Transformers
Welding Equipment
Wiring Fixtures Switches Sockets, etc.
Parts of X-Ray Apparatus

Vehicles and parts

Trucks
Parts of Auto Jeeps Trucks
Cars Railway and Train
Locomotives
Locomotives Parts
Tractors Wheel Type
Tractors Crawler Type
Tractors Parts and Accessories
Vessels Parts
Wagons Trailers and Carts
Wheelbarrows Push Carts Hand Motorcycle
Axles Wheels and Springs for Carts
All Other N E S

Metal and oxides and frits

Antimony Oxide
Chromium Oxide
Nickel Oxide
Copper Oxide
Arsenic Oxide
Cobalt Oxide
Selenium Oxide
Titanium Oxide
Zinc Oxide
Iron Oxide
Tin and Tin Oxide
All Other N E S

Anti-biotics

All kinds of anti-biotics

Drugs, chemicals and preparations

Amino Acid
Anti-Leprosy preparations

Antimony and other trypanocidal drugs
Antipyretics not manufactured locally, containing basic ingredients not in locally manufactured products
Belladonna, Extract
Chlorazene tablets and similar preparations
Curare products
Diphtheria Toxoid
Diphtheria Antitoxin and other immunological preparations not manufactured locally
Cortisone Acetate
Ephedrine and Synthetic substitutes
Ergot, Fluid Extract
Gas Gangrene Antitoxin
Gland products and synthetic substitutes
Hormone preparations
Heparin derivatives
Hydantoin Compounds
Insulin preparations (all forms)
Napharsen and other antiluetic
Opium, its alkaloid, their salts, and synthetic alkaloids
Pancreatic extracts preparations
Plasma
Pregnenolon Acetate
Protein solutions, powders and compounds
Tuberculin tablets, PPD, 1st and 2nd tests
Discooids of Hydrosyanic acid (CHN) for fumigation work
Quaternary ammonium compounds and other fungicidal agents
Yellow Fever Vaccine
Transfuso Vac with ACD
Hexylresorcinol and other antihelmentics and other similar preparations. (Finished products limited to 30% of the 1949 importation.)
Central nervous system stimulants, except those preparations locally manufactured in sufficient quantities
Mercurial diuretics
Anti-malarial preparations, except quinine salts
Anti-histaminic preparations
Adrenalin Chloride preparations
Aminophylline preparations
Barbiturates and their preparations, except phenobarbital tablets
Coagulants, except Vitamin K preparations
Dextrose, and other similar parental solution from 500 cc up
Liver Extract preparations
Anaesthetics for general, spinal, local or dental use except novocaine for local use
Para acetylaminobenzaldehyde Thiosemicarbazone (TBI/698)
Santonin preparations
B-complex injectables
Thyphus vaccine
Other drugs, chemicals and preparations that are not manufactured locally
Raw materials and chemicals for pharmaceutical manufacture

Biological products

Insulin in All Forms
Serums and Antitoxine For Human Use
Vaccines for Human Use, except oral vaccines
All Other Enzymes, Harmones, Glandular Products N E S

Veterinary biologicals

Hog Cholera Serum

Chemicals, Vitamins, Hormones, and antibiotics to be used in the manufacture of medicines and pharmaceuticals for veterinary use

Vitamins

Raw vitamins

Vitamin preparations not manufactured locally

Ingredients—poultry feeds

Fish Meal

Soy Bean Oil Meal

Whey

Antibiotics—APF Factor

Dyes

Aniline Food Coloring

Indigo

Coal Tar

All Other N E S

Fertilizers and fertilizer materials

Nitrate of Potash

Nitrate of Soda

Phosphate of Ammonia

Sulfate of Ammonia

Sulfate of Potash

Superphosphate

Other Chemical Fertilizers not decontrolled

Pigments, paints and varnishes

Artists and Students Color

Enamel

Lacquers and Thinner

Lead White

Lead Red

Litharge

Litthopone

Ocher Iron Oxide and Other Mineral Paints

Ultramarine Blue

Varnish

Zinc Paint

All Other N E S Kalsomine

Explosives, fireworks and ammunitions

Cartridges

Dynamite

Gunpowder

Fuses

Miscellaneous plates and films

Catridges and Rolls

Plates and Films

Motion Film Unexposed-Picture

Photographic Paper sensitized

All Other Photographic Equipment and Supplies

Scientific and professional instruments, apparatus and supplies

Surveying and engineering instruments and parts

Surveying and engineering supplies and equipment

Scientific instruments N E S

Microscopes and other laboratory apparatus, supplies, etc.

Hospital supplies, equipments and instruments

Equipment, instruments, tools for the use of the medical, dental, optometric and veterinary professions
Instruments for special operations
Blood transfusion apparatus, supplies and accessories
Blood Donor Set
Blood testing serum and solutions
Recipient's Set
Bandage, elastic
Bandage, gauze
Catgut
Cotton, absorbent
Diagnostic reagents
Droppers, medicine
Gauze, plain
Needles, hypodermic
Needles, suture
Plaster, adhesive
Plaster, paris
Sutures
Syringes, all sizes
Syringes, tuberculin
X-Ray apparatus, films, accessories, fixers and developers
Electro-medical apparatus
Machineries, supplies and containers for pharmaceutical manufacture
Ice caps
Rubber tubings
Catheters
Supporters
Suspensories
Crutches
Splints
Polyethylene cannulas for intravenous use

Miscellaneous office supplies

Carbon Ribbon for IBM Typewriter
Printers Ink

Games and Sporting goods

Fish Hooks
Fishing Rods and Tackles

Clocks, watches and parts

Time Clock
Parts of Clocks and Watches

Celluloid and manufactures

Cellophane Sheets and Strips
Celluloid Sheets and Strips

Plastic and manufactures

Beltings
Sheet and Sheetings
Soling and Heeling

Other miscellaneous

Articles for Relief and Charity
Artificial and Limb Braces
Artificial Teeth
Bakelite Galalith and Casein Compounds
Blacking and Leather Dressings
Brushes Paint

Specimen for Scientific Purposes
Umbrellas Parts
All Other Articles (Catgut for Dressing)

ANNEX B

ITEMS TO BE BANNED
(Immediately)*Chilled or frozen*

Chicken and Guineas
Ducks and Geese
Turkey
Other Poultry and Game

Canned

Bacon
Chicken and Guineas
Ducks and Geese
Pork
Ham
Turkey
Other Canned Poultry and Game

Dried smoked cured pickled

Bacon
Chicken and Guineas
Ducks and Geese
Hams and Shoulders
Sausage Bologna Frankfurters not canned
Turkey

Animals oils and fats

Lard
Lard Compound and Lard Substitute
Oleomargarine
Tallow Edible

Fresh fish

All Fresh Fish

Canned

Anchovies

Fresh eggs

Fresh Eggs except for hatching purposes

Preserved, dried eggs

Duck
Egg Yolk
Hen

Hides and skins

Reptile and Aquatic

Leather manufactures

Sandals and Slippers with leather tops

Other inedible animal products

Mother of Pearl

Grains and preparations

Rice Glutinous
Poultry and other animal mixed or prepared feeds
Potato Starch

Fresh, dried or dehydrated vegetables

Cabbages
Carrots

Cauliflower
Ginger
Lettuce
Potatoes
Potato Sweet

Canned

Bamboo Sprouts
Beets
Cabbages
Carrots
Cauliflower
Corn

Juice

Vegetable Juices other than tomato

Pickled

Cucumber
Garlic
Soybeans Tausi
Other Vegetables

Sauces

Soybean Sauce

Other preparations

Soybean Pastes
Vegetable Pastes and Mixture of Meat
Vinegar

Fresh fruits

Lemons
Pomelo and Grapefruits
Strawberries Frozen
Berries, Longberries, Raspberries, and other Berries
Appricots

Canned, dried, juice

Pineapples

Miscellaneous fruit preparations

Jams
Jellies
Marmalades
Paste Fruits
Fruit Sauces
Other Pickled Fruits

Vegetable oils and fats edible

Peanut Oil
Sesame Oil
Other Edible Oils N E S
Salad Dressings Mayonnaise

Spices

Pepper Paprika
Pimienton Pod Pepper
Saffron

Sugar, molasses, syrups

Confectioneries
Sugar Raw or Centrifugal
Sugar Refined
Molasses and Syrups

Beverages, wines, liquors

Beer

Distilled spirits

Alcohol Ethyl
Gin
Rum

Rubber and rubber manufactures

Slippers
Canvas tops with Rubber Soles

Gums resins oils

Coconut Oil

Tobacco manufactures

Cigars

Miscellaneous vegetable products

Broom
Moss and Seaweeds canned
Moss and Seaweeds dried

Straws, rushes, palm leaf

Bags and Baskets
Mats and Matting
Sandals and Slippers
Strawbraid
All Other Straw Manufactures N E S
All Other Rushes and Palm Leaf Manufactures

Household articles cotton

Mattresses except rubber
Counterpanes, Bedspreads
Sheets and Pillow Cases

Wearing apparel not knitted cotton

Collars, Cuffs
Polo Shirts

Jute and other fibers

Cordage

Coconut products

Mat Coir

Wood bamboo rattan and manufactures

Bamboo
Firewood
Charcoal
Rattan Poles

Furniture and part of

Bent Wood
Wicker
All other N E S (Beds, Benches, Tools, etc.)

Other manufactures

Baskets Bamboo and Reed
Baskets Rattan
Handles for Tools
Paddles and Oars
Plywood
Toothpicks
Trunks and Chests Wood
Veneers
Other Rattan and Bamboo Manufactures N E S

Papers and manufactures

Old Newspapers for Wrapping and Packing
Chip Board

Paste board and cardboard

Corrugated Carton Boxes

Non metallic minerals and manufactures

Lime

Marbles, Blocks and Slabs

Marbles Other Than Blocks and Slabs

Salt Crude

Iron and steel nails

Common Nail

Tiles

Floor Tiles

Miscellaneous metal manufactures

Desk and Other Office Furniture

Electrical machinery and apparatus

Incubators and Brooders except parts and accessories thereof

Electric Bulbs from 10 to 60 Watts

Table and Floor Lamps

Radio Phonographs

Vaccines

Oral vaccines for human use

*Medicines*Specialities not accepted and approved by competent authorities
in the country of origin*Veterinary biologicals*

Poultry serums

Poultry vaccines

Chemicals

Rubbing and Denatured Alcohol

Gases

Carbon Dioxide

Other chemical compounds

Glycerine crude

Soap and Toilet preparations

Laundry

Toys

Dolls, all other toys except rubber balls

Celluloid and manufactures

Belts

Plastics and manufactures

Belts

Sandals and Slippers

Shoes

Other miscellaneous

Artificial Flowers and Fruits

Brooms

ANNEX C

ITEMS TO BE BANNED
(Effective July 1, 1952)*Fresh, dried, dehydrated vegetables*

Garlic

Onions

Vegetable preparations

Yeast

Sugar, molasses, syrups

Chocolate Candy

Nuts and nut preparations

Peanut Butter

Peanuts, Shelled and Roasted

Fodder and feeds, forage crops

Alfalfa Hay

Fodder

Hay

All Others N E S

Wood, bamboo, rattan and manufactures

Railroad Ties

Pasteboard and cardboard

Boxes

Non metallic minerals

Coal Fuels

Glassware

Mirrors

Clay and clay products and other non-metallic minerals

Chalk Manufactures

Books

Text Books for elementary and intermediate grades

Other miscellaneous

Umbrellas except parts of

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 472

CREATING A NATIONAL ADVISORY BOARD ON
VOCATIONAL EDUCATION

WHEREAS, the national program of mechanized agriculture and industrialization cannot be carried out effectively without sufficient skilled labor and technical know-how;

WHEREAS, the public and private vocational schools aim to give to the youth and adults of this country occupational training which will prepare them to engage in occupations and occupy appropriate places in the national industrialization program;

WHEREAS, it is essential that the training courses offered in the vocational schools be such as will give specific vocational efficiency; that the equipment and facilities of such schools be adequate to meet the requirements of practical

training; and that the projects and other means of instruction be suitable to commercial needs with respect to kind, quality of workmanship, methods of production, and materials; and

WHEREAS, it is advisable that there be consultation among representatives of agriculture, business and industry, both government and private, with a view to formulating suggestions and recommendations regarding the selection of the needed technical know-how and the training and employment of skilled workers which may serve as a basis of the vocational educational program.

NOW, THEREFORE, I, Elpidio Quirino, President of the Philippines, by virtue of the powers vested in me by law, do hereby create a National Advisory Board on Vocational Education whose function shall be to advise the Secretary of Education on matters pertaining to the selection, training, placement, and progress of workers needed in agriculture, industry and business. The Board shall be composed of one representative from the Department of Agriculture and Natural Resources, one representative from the Department of Labor, and one representative from the Department of Commerce and Industry, each to be nominated by the Department Secretary concerned, and three private citizens who are eminent in industry, agriculture, and business to be appointed by the President of the Philippines for a term of four years upon the recommendation of the Secretary of Education.

The Secretary of Education, the Director of Public Schools, and the Director of Private Schools shall be ex-officio members of the Board, and the Chief of the Vocational Education Division of the Bureau of Public Schools shall be its Executive Secretary. The members of the Board shall elect their chairman each year and shall meet once a month, or oftener as circumstances may warrant. The members of the Board shall receive no compensation for their services therein.

The Board is hereby authorized to formulate such rules and regulations as may be necessary to carry out the purposes and objectives of this order.

Done in the City of Manila, this 24th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 473

CREATING THE PHILIPPINE COMMITTEE ON
GEOGRAPHICAL NAMES

By virtue of the powers vested in me by law, I, Elpidio Quirino, President of the Philippines, do hereby create and constitute a committee to be known as the Philippine Committee on Geographical Names, composed of the following:

The Executive Secretary	Chairman
The Director of the Census and Statistics	Member
The Director of Public Schools	Member
The Director of Lands	Member
The Director of Science and Technology	Member
The Director of Posts	Member
The Director of Coast and Geodetic Survey..	Member
The Director of Public Libraries	Member

The Committee shall establish a uniform usage in regard to geographic nomenclature and orthography throughout the executive departments of the Government, and particularly upon the maps and charts issued by the various departments, bureaus and offices. It shall decide all unsettled questions concerning geographical names which may arise in the departments, bureaus and offices and its decisions shall be accepted by them as the standard authority in such matters.

All departments, bureaus, offices, agencies and instrumentalities of the Government, including the corporations owned or controlled by it, are hereby enjoined to give such assistance as may be necessary to enable this Committee to carry on its work and activities, and to bring to the attention of all officers and employees under them, for their information and guidance, the provisions of this Executive Order.

The members of this Committee shall serve without additional compensation.

Executive Order No. 189, dated February 28, 1939, is hereby revoked.

Done in the City of Manila, this 25th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER No. 474

AMENDING EXECUTIVE ORDER NUMBERED FOUR-
HUNDRED AND THIRTY-THREE, DATED APRIL
THIRTEENTH, NINETEEN HUNDRED AND
FIFTY-ONE.

By virtue of the powers vested in me by law and by section 2 of Republic Act No. 35, I, Elpidio Quirino, President of the Philippines, do hereby order:

SECTION 1. Paragraph 2 of Executive Order No. 433, dated April 13, 1951, is hereby amended to read as follows:

2. *What may be considered "necessary" industry.*—A "necessary" industry is one complying with the following requirements:

(1) Which is conducive to the establishment of a stable national economy, taking into account the number of such similar enterprises already in existence and their collective productive capacity relative to the size of the domestic and/or export demand for their product.

(2) Where the imported raw materials represent a value not exceeding 50% of the gross value in money of the manufactured products.

(3) Which will operate on a commercial scale in conformity with up-to-date practices, and from data of project studies or from profit and loss statements, it appears that the industry at the expiration of the exemption will be able to survive, notwithstanding payment of taxes due the government.

SEC. 2. This Order shall take effect immediately.

Done in the City of Manila, this 27th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION No. 268

DECLARING AUGUST 17, 1951, AS A SPECIAL
PUBLIC HOLIDAY IN THE SUBPROVINCE OF
AURORA, PROVINCE OF QUEZON.

WHEREAS, the inauguration of the subprovince of Aurora, Province of Quezon, will take place on August 17, 1951; and

WHEREAS, the people of said subprovince desire to celebrate the day with appropriate ceremonies;

Now, THEREFORE, I, Elpidio Quirino, President of the Philippines, by virtue of the powers vested in me by section 30 of the Revised Administrative Code, do hereby declare Friday, August 17, 1951, as a special public holiday in the subprovince of Aurora, Province of Quezon.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 4th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE

MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION No. 269

RESERVING FOR THE USE OF THE GIRL SCOUTS OF THE PHILIPPINES A CERTAIN PARCEL OF THE PUBLIC DOMAIN SITUATED IN THE MUNICIPALITY OF SAUG, PROVINCE OF DAVAO ISLAND OF MINDANAO.

Upon the recommendation of the Secretary of Agriculture and Natural Resources and pursuant to the provisions of section 83 of Commonwealth Act No. 141, as amended, and pending the final grant of the land to the Girl Scouts of the Philippines in accordance with the provisions of section 2 of Republic Act No. 540, I hereby withdraw from sale or settlement and reserve for the use of the Girl Scouts of the Philippines, subject to private rights, if any there be, a certain parcel of the public domain situated in the municipality of Saug, Province of Davao, Island of Mindanao, and more particularly described as follows, to wit:

"Beginning at a point 1, marked on the accompanying map. Sp. 141, identical to corner 2 of the proposed Alienable and Disposable block II of Saug Land Classification, Davao project No. 20-B, which is 3,340 meters S. 70° W. from the old site of barrio Sagayon, Saug, Davao; thence following Saug-Kapaleng municipal boundary about 10,920 meters to point 2; thence due east about 3,140 meters to point 3, a point at the junction of Matgao River and a creek; thence following Matgao River downstream in a general southeasterly direction about 3,600 meters to point 4, a point on the west bank of Matgao River; thence S. 83° W. about 400

meters to point 5; thence due south about 690 meters to point 6; thence due east about 540 meters to point 7; thence S. 50° E. about 1,010 meters to point 8; thence S. 10° E. about 850 meters to point 9; thence S. 26° W. about 280 meters to point 10; a point at the junction of Matgao River and Matiawawas Creek; thence due south about 2,380 meters to point 11; thence due east about 160 meters to point 12; a point at the juncture Matgao River and Papasan Creek; thence following the forest zone line in a general southwesterly direction about 2,400 meters to point 13, identical to FZ corner No. 4, block I, project No. 20 of Saug, Davao; thence N. 1° E. about 2,840 meters to point 14; thence N. 18° W. about 550 meters to point 15; thence N. 7° E. about 520 meters to point 16; thence N. 15° E. about 650 meters to point 17; thence N. 80° W. about 380 meters to point 18; thence S. 11° W. about 1,250 meters to point 19; thence S. 19° E. about 780 meters to point 20; thence due South about 2,080 meters to point 21; a point at the north bank of Banawan Creek; thence following Banawan downstream in a general southwesterly and southeasterly direction about 3,740 meters to point 22, identical to FZ corner No. 6 of the proposed Alienable and Disposable block II of Saug Land Classification, Davao project No. 20-B; thence following the forest zone line in a general southwesterly and northwesterly directions about 2,310 meters to point 1, the point of beginning, containing an area of 3,936 hectares, more or less, an initial grant to the Girl Scouts of the Philippines.

Bounded on the north, by public forest; on the east, by Matgao River, Banawan Creek and public forest; on the south, by the alienable and disposable area of Saug Land Classification, Davao project No. 20 and the proposed alienable and disposal area of Saug Land Classification, Davao Project No. 20-B; and on the west, by public forest."

In witness whereof, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 7th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION No. 270

DECLARING THE PERIOD FROM AUGUST 13 TO
SEPTEMBER 12, 1951, AS PHILIPPINE TOURIST
PROMOTION MONTH.

WHEREAS, in the interest of a more progressive and prosperous Philippines, it is desirable to encourage and promote tourist travel to and within the country;

WHEREAS, to attain this objective, it is necessary that the public fully appreciate the benefits to be derived from a program of tourist promotion and development and to disseminate information regarding places of interest, scenic beauties and attractions, and accommodations and facilities to tourists and travellers; and

WHEREAS, it is essential that the work of the government in tourist development be assured of the widest possible public support;

NOW, THEREFORE, I, Elpidio Quirino, President of the Philippines, do hereby declare the period from August 13 to September 12, 1951, as Philippine Tourist Promotion Month. I call upon all government offices and instrumentalities as well as all private entities and individuals to participate in the proper observance of said period, to give fullest publicity to the tourist promotion activities organized in connection therewith, and otherwise to generously support the program of developing Philippine tourism and travel.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 9th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION No. 271

DECLARING THE PERIOD FROM OCTOBER 16 TO NOVEMBER 15, 1951, AS THE TIME FOR THE SPECIAL NATION-WIDE CAMPAIGN FOR VOLUNTARY CONTRIBUTIONS FOR THE BENEFIT OF CHILDREN IN CONNECTION WITH THE OBSERVANCE OF UNITED NATIONS DAY ON OCTOBER 24, 1951.

WHEREAS, the Philippines happily joins other nations in a common effort to help the millions of children all over the world who are suffering from lack of food, medicines, clothing, shoes and other necessities;

NOW, THEREFORE, I, Elpidio Quirino, President of the Philippines, do hereby declare the period from October 16 to November 15, 1951, as the time for the special nation-wide campaign for voluntary contributions for the benefit of children in connection with the observance of United Nations Day on October 24, 1951.

I call upon all citizens and residents of the Philippines, as well as upon all organizations, to support and facilitate the conduct of this campaign.

I authorize all provincial, city and municipal government officials to accept, for the National Committee for Collection of Contributions for the Benefit of Children, fund-raising responsibilities in their respective communities to the end that the campaign will be carried out successfully.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 10th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION NO. 272

EXCLUDING FROM THE OPERATION OF PROCLAMATION NO. 338, DATED OCTOBER 24, 1938, PARCELS OF LANDS SITUATED IN THE MUNICIPALITIES OF BURGOS, PASUQUIN, AND PIDIG, PROVINCE OF ILOCOS NORTE, PHILIPPINES, AND DECLARING SAME AS TIMBER LAND.

WHEREAS, certain parts of the Northern Ilocos Norte Forest Reserve established under Proclamation Numbered three hundred and thirty-eight, dated October twenty-four, Nineteen hundred and thirty-eight, are found suitable for other purposes:

NOW, THEREFORE, upon the recommendation of the Director of Forestry, approved by the Secretary of Agriculture and Natural Resources, I, Elpidio Quirino, President of the Philippines, by virtue of the power vested in me by law, do hereby exclude from the operation of Proclamation Num-

bered Three hundred and thirty-eight and declare as timber lands, subject to the forest law and forest regulations, the following lots: Number four of eight hundred and fifty hectares, and number five of seven thousand and eight hundred hectares, situated in the municipality of Burgos; Number eight of one thousand three hundred thirty-seven and one-half hectares, situated in the municipality of Pasuquin; and number fifteen of fifteen thousand six hundred hectares, situated in the municipality of Piddig, all in the Province of Ilocos Norte, Island of Luzon, as technically described in Bureau of Forestry map No. F.R. 85, of the Northern Ilocos Norte Forest Reserve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be effected.

Done in the City of Manila, this 10th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION No. 273

DESIGNATING THE PERIOD FROM NOVEMBER 16
TO DECEMBER 15, 1951, FOR THE NATIONAL
FUND CAMPAIGN OF THE GIRL SCOUTS OF
THE PHILIPPINES IN PLACES OUTSIDE OF
GREATER MANILA.

WHEREAS, the Girl Scouts of the Philippines is in need of funds with which to finance its various activities designed to carry out its mission of developing the character of our young girls as a preparation for their responsibilities in the home and to their country;

NOW, THEREFORE, I, Elpidio Quirino, President of the Philippines, do hereby set aside the period from November 16 to December 15, 1951, for the Girl Scouts of the Philippines to conduct its 1951 Fund Campaign in the provinces and territories outside of Greater Manila and raise funds for the attainment of its aims and objectives. I enjoin all government officials and employees and all citizens and residents of the Philippines outside of Greater Manila to assist wholeheartedly in this campaign and to give their

utmost support so that the Girl Scouts of the Philippines may be assured of funds that will enable it to carry on its work and extend its program to as many girls of Scout age as possible. I also authorize all national authorities and teachers to accept, for the Girl Scouts of the Philippines, fund-raising responsibilities and urge them to give active support and leadership in their respective communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 25th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

[SEAL]

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER No. 163

FURTHER AMENDING ADMINISTRATIVE ORDER
NO. 13 DATED OCTOBER 12, 1946, AS AMENDED,
CREATING THE PHILIPPINE PORT COMMISSION.

Administrative Order No. 13, dated October 12, 1946, entitled "Creating a Commission, to be known as the Philippine Port Commission, to perform the functions of the committee created under Administrative Order No. 35, dated 29 May 1946, and to act as the agency of the Republic of the Philippines in connection with the rehabilitation, improvement and construction of port and harbor facilities in the Philippines under section 303 (a) of the Philippine Rehabilitation Act of 1946," as amended, is hereby further amended so as to make the composition thereof as follows:

The Undersecretary of Public Works and Communications	Chairman
The Commissioner of Customs	Vice-Chairman
Major Enrique Razon	Member
Commander Chick Parsons, Manager, Luzon Stevedoring Company	Member
Mr. Jose Fernandez, Managing Director, Compania Maritima	Member
Director of Public Works	Member
Commander of the Philippine Navy	Member
Director of Quarantine	Member

Mr. B. B. Tunold, Secretary-Manager, Associated
Steamship Lines Member
Mr. Francisco Delgado, Vice-President and General
Manager, Delgado Bros., Inc., Member

Done in the City of Manila, this 24th day of August, in
year of Our Lord, nineteen hundred and fifty-one, and of
the Independence of the Philippines, the six.

ELPIDIO QUIRINO
President of the Philippines

By the President:

MARCIANO ROQUE
Acting Assistant Executive Secretary

MALACAÑAN PALACE
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER No. 164

AUTHORIZING THE UNION SURETY AND INSUR-
ANCE CO., INC., TO BECOME A SURETY UPON
OFFICIAL RECOGNIZANCES, STIPULATIONS,
BONDS AND UNDERTAKING.

WHEREAS, section 1 of Act No. 536, as amended by Act
No. 2206, provides that whenever any recognizance, stipula-
tion, bond or undertaking conditioned for the faithful per-
formance of any duty or of any contract made with any
public authority, national, provincial, municipal, or other-
wise, or of any undertaking, or for the doing or refraining
from doing anything in such recognizance, stipulation,
bond, or undertaking specified is, by the laws of the Phil-
ippines, or by the regulations or resolutions of any public
authority therein, required or permitted to be given with
one surety or with two or more sureties, the execution of
the same or the guaranteeing of the performance of the
condition thereof shall be sufficient when executed or
guaranteed solely by any corporation organized under the
laws of the Philippines, having power to guarantee the
fidelity of persons holding positions of public or private
trust and to execute and guarantee bonds or undertakings
in judicial proceedings and to agree to the faithful perform-
ance of any contract or undertaking made with any public
authority;

WHEREAS, said section further provides that no head of
department, court, judge, officer, board, or body executive,
legislative or judicial shall approve or accept any corpora-
tion as surety on any recognizance, stipulation, bond, con-
tract, or undertaking, unless such corporation has been
authorized to do business in the Philippines in the manner

provided by the provisions of said Act No. 536, as amended, nor unless such corporation has, by contract with the Government of the Philippines, been authorized to become a surety upon official recognizances, stipulations, bonds, and undertakings; and

WHEREAS, The Union Surety and Insurance Co., Inc., is a domestic corporation organized and existing under the laws of the Republic of the Philippines and fulfills the conditions prescribed by said Act No. 536, as amended;

NOW, THEREFORE, I, Elpidio Quirino, President of the Philippines, by virtue of the powers in me vested by law, do hereby authorize the Union Surety and Insurance Co., Inc., to become a surety upon official recognizances, stipulations, bonds and undertakings in such manner and under such conditions as are provided by law, except that the total amount of immigration bonds, that it may issue shall not, at any time, exceed its admitted assets.

Done in the City of Manila, this 24th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

MALACAÑAN PALACE

MANILA

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER No. 165

ACCEPTING THE RESIGNATION OF MR. GERONCIO M. PINILI AS REGISTER OF DEEDS OF NEGROS ORIENTAL, WITH PREJUDICE TO REINSTATEMENT IN THE GENERAL LAND REGISTRATION OFFICE OR IN ANY POSITION INVOLVING MONEY OR PROPERTY RESPONSIBILITY.

This is an administrative case against Mr. Geroncio M. Pinili, Register of Deeds of Oriental Negros, for violation of regulations, gross negligence in the performance of official duties and highly improper conduct bordering on dishonesty.

It appears that on July 6, 1950, the City Auditor of Dumaguete sealed respondent's safe and instructed Mr. Zacarias Guiuan, a clerk in the office of the respondent, to inform the latter that he would make a routinary examination of his accounts. On July 14, the City Auditor advised

the respondent by letter to be at his office the following day for the examination of his accounts. When the City Auditor went to respondent's office on July 15, he failed to meet the respondent. From time to time thereafter, the City Auditor went to respondent's office but the respondent failed to appear thereat. Making an examination of respondent's accounts, the City Auditor found that respondent's accountability from May 17, 1949, to July 22, 1950, was ₱16,009.46.

On July 24, 1950, the City Auditor addressed a letter to the respondent, requiring him to produce his accountability of ₱16,009.46 for physical count and informing him that he would go to his office for that purpose during the usual office hours on July 25. The City Auditor stayed in respondent's office on July 25 from 8:00 a.m. to 12:00 noon and from 2:00 to 4:00 p.m., but the respondent did not show up.

At the request of the Auditor General, the Undersecretary of Justice sent a telegram to the respondent on July 31, 1950, directing him to submit to an examination of his accounts by the City Auditor in the presence of the City Attorney, and advised the City Auditor accordingly. Although the respondent received said telegram at 4:00 p. m. on August 2, he still proceeded to his farm at barrio Bagtic, municipality of Bais, allegedly to save his corn crop from destruction due to a recent storm, and while he was there he contracted illness, as a consequence of which he was unable to return to the City until August 11.

On August 3, 1950, the Auditor General sent a telegram to the City Auditor authorizing him to force open respondent's safe in the presence of witnesses. Accordingly, the City Auditor forcibly opened the safe in the presence of the Provincial Treasurer, the Asistant Provincial Treasurer and the City Attorney, but found no cash or anything representing valid cash. In view thereof the City Auditor wrote a letter to the respondent on August 7, declaring him short of, and demanding from him, the amount of ₱14,596.14, the sum of ₱1,413.32 covered by Official Receipt No. 53220, dated July 16, 1949, issued by the Treasurer of the Philippines, having been deducted from his accountability of ₱16,009.36. The respondent received said letter at 4:30 p.m. on August 11, 1950. At 5:30 p.m. on the same day the City Attorney informed the City Auditor that the respondent was ready to produce the amount of ₱14,596.14. In the presence of the Provincial Treasurer, the Assistant Provincial Treasurer and the City Attorney, the respondent opened the lowest shelf of an unlocked wooden book case with glass cover and pulled out an old portfolio containing cash in the amount of ₱14,596.15.

It also appears that respondent's cash book was posted up to October 26, 1949, only; that his abstract of receipts

and account-current was accomplished up to April 17, 1950, only; that he failed to post in his cash book Official Receipt No. 43220 dated July 16, 1949, in the amount of ₱1,413.32 issued by the Treasurer of the Philippines corresponding to a deposit remitted by him; that he failed to deposit his collections as soon as the same reached ₱500.

The record further shows that on August 28, 1950, an information for malversation of public funds was filed against the respondent in the Court of First Instance of Oriental Negros. However, the case was dismissed on March 8, 1951, for insufficiency of evidence.

Upon the foregoing facts I find respondent Geroncio M. Pinili guilty of violation of regulations, gross negligence in the performance of official duties and highly improper conduct bordering on dishonesty. Wherefore, and it appearing that he has tendered his resignation as Register of Deeds of Oriental Negros, the same is hereby accepted effective upon receipt of notice hereof, with prejudice to reinstatement in the General Land Registration Office or in any position involving money or property responsibility.

Done in the City of Manila, this 25th day of August, in the year of Our Lord, nineteen hundred and fifty-one, and of the Independence of the Philippines, the sixth.

ELPIDIO QUIRINO

President of the Philippines

By the President:

MARCIANO ROQUE

Acting Assistant Executive Secretary

REPUBLIC ACTS

Enacted during the Second Session of the Second Congress, Republic of the Philippines, from January 22, 1951

S. No. 235

[REPUBLIC ACT No. 661]

AN ACT FURTHER AMENDING SECTION SIXTEEN HUNDRED AND SEVENTY-FIVE OF THE REVISED ADMINISTRATIVE CODE, FIXING THE SALARIES OF PROVINCIAL FISCALS.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Section sixteen hundred and seventy-five of the Revised Administrative Code, as amended, is further amended so as to read as follows:

"SEC. 1675. *Salaries of provincial fiscals.*—The provincial fiscals shall receive the salaries hereinbelow fixed:

"(a) In first class A provinces six thousand six hundred pesos.

"(b) In first class B provinces, six thousand three hundred pesos.

"(c) In first class provinces, six thousand pesos.

"(d) In second class provinces, five thousand seven hundred pesos.

"(e) In third class provinces, five thousand one hundred pesos.

"(f) In fourth class provinces, four thousand eight hundred pesos.

"(g) In fifth class provinces, four thousand two hundred pesos.

"(h) In all other provinces below the fifth class the salary should be three thousand six hundred pesos per annum.

"*Provided, That vacancies left by provincial fiscals who retired or may retire under Act Numbered Two thousand five hundred and eighty-nine, entitled 'An Act providing for a gratuity by reason of retirement to officers and employees of the Philippine Government who have rendered satisfactory service during six continuous years or more, and for other purposes,' or any other retirement Act that may hereafter be enacted, shall be filled in accordance with the provision of this section.*"

SEC. 2. The provisions of this Act shall apply to the specially organized provinces.

SEC. 3. This Act shall take effect on July 1, 1951.

Approved, June 16, 1951.

H. No. 1548

[REPUBLIC ACT No. 662]

AN ACT ESTABLISHING A BLOOD PLASMA
DEHYDRATING PLANT

*Be it enacted by the Senate and House of Representatives
of the Philippines in Congress assembled:*

SECTION 1. There is hereby established, under the Department of Health, a blood plasma dehydrating plant for the purpose of collecting, treating, conserving and storing blood to be used in minimizing suffering and saving human lives.

SEC. 2. The Secretary of Health shall, in accordance with the Civil Service Law and regulations and the Salary Law, appoint and fix the salary of the personnel to carry out the purpose of this Act.

SEC. 3. The Secretary of Health shall issue such rules and regulations as may be necessary to carry out the purpose of this Act.

SEC. 4. There is authorized to be appropriated, out of any funds in the National Treasury not otherwise appropriated, the sum of seven hundred thousand pesos for the establishment, operation and maintenance of the blood plasma dehydrating plant during the fiscal year nineteen hundred and fifty-one.

SEC. 5. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 771

[REPUBLIC ACT No. 663]

AN ACT TO DEVELOP AND IMPROVE THE RICE
AND CORN INDUSTRIES, TO STABILIZE THE
PRICE OF RICE AND TO PROMOTE THE SOCIAL
AND ECONOMIC CONDITIONS OF THE PEOPLE
ENGAGED IN THE PRODUCTION OF THESE
STAPLE FOODS.

*Be it enacted by the Senate and House of Representatives
of the Philippines in Congress assembled:*

SECTION 1. For the purpose of developing and improving the rice and corn industries in all their phases, of stabilizing the prices of rice and corn, and of promoting the social and economic conditions of the people who are engaged in the production of these staple foods, a corporation is hereby created which shall be known as the National Rice and Corn Corporation and shall be referred to herein as Corporation. All assets and liabilities of the defunct NARIC which were turned over to the PRISCO by virtue of Executive Order No. 350 are hereby transferred to this new Corporation. The National Rice and Corn Corporation shall be organized within one month after the date of the approval of this Act and shall exist for a term of thirty years from the said date. The Corporation shall have its main office in the City of Manila.

SEC. 2. (a) The Corporation shall carry out its development work not by any form of regimentation, but thru—

1. Education, inducements and actual practical demonstrations;

2. Promotion of initiative of, and cooperation among, the people;

3. Facilities and guidance; and

4. The help of existing Government agencies and private institutions.

(b) The Corporation shall carry out its stabilization work thru—

1. The maintenance of a stable price consistent with the average cost of production, with the purchasing power of the people, and with the national economic policy of the Government;

2. The prevention of speculation in trading and of the exploitation of the consumers;

3. The financing of producers of the raw products as well as of other activities of the industries needing such assistance;

4. The study, promotion and execution of such measures as will improve the quality and unit yield as well as improve and reduce the cost of production, handling, storage, conservation, processing, transportation and general trading of rice, corn, and their by-products;

5. The study, promotion, and establishment of such industries as will make the most use of the by-products of the industry and produce commodities of economic importance to the people;

6. The study, promotion and execution of such measures as will improve the nutritive value and assimilability of rice and corn as well as of their by-products;

7. The study, promotion and execution of such measures as will solve the problems that may arise from over-production of rice and corn.

(c) The Corporation shall carry out its work of promoting the economic and social conditions of the people engaged in the production of rice and corn thru—

1. General agricultural development, industrialization of agricultural products and promotion of home industries in the rice and corn producing regions.

2. Promotion of cooperative associations among them.

SEC. 3. For carrying out the foregoing objectives, the Corporation shall have authority—

(a) To act as the agent or instrumentality of the Government in any of its governmental, social or civic functions in such a manner and under such conditions as may be prescribed by law or by executive order or proclamation;

(b) To buy, sell, import, export, deal in, barter, exchange and handle in every other manner, rice and corn, as well as the by-products of said cereals;

(c) To own, lease, operate or otherwise hold, subject to existing laws, trucks, railway lines and any other means of transportation, elevators, mills, factories, irrigation systems, power plants, machinery and equipment of all kinds, and warehouses and structures of every nature and kind for the protection, storage, handling, processing, utilization, and sale of rice and corn and other agricultural products, and of other commodities necessary for development work;

(d) To give loans on reasonable terms, and finance activities in the rice and corn industries;

(e) To borrow, or raise or secure money and to mortgage or otherwise encumber any property belonging to the Corporation or otherwise give security therefor;

(f) To enter into, make, perform and carry out contracts of every class and description necessary or incidental to the realization of its purpose with any person, firm,

or corporation, private or public, and with any foreign government;

(g) To have one or more offices outside of the Philippines, and to conduct its business and exercise its powers in any part of the Philippines or in any foreign country, State or territory;

(h) To undertake research on industrialization, conservation and better utilization of agricultural products;

(i) To study and promote home industries among the families engaged in the production of rice and corn;

(j) To exercise, in the name of the Republic of the Philippines, the right of eminent domain, and in the purchase of any real estate or the acquisition of real estate by condemnation proceedings, the title to such real estate shall be taken in the name of the Republic of the Philippines, and thereupon all such real estate shall be entrusted to the Corporation as the agent of the Republic of the Philippines to accomplish the purposes of this Act: *Provided*, That such exercise of the right of public domain shall be resorted to only after the Corporation has completely failed to purchase such real estate at a price deemed reasonable by the Board of Directors;

(k) To procure and sell or donate fertilizers and lime, to be fairly and equitably distributed through the agency of provincial demonstration agents, Department of Agriculture, agricultural college, or otherwise as the Board of Directors may direct, for experimentation, education, and introduction of the use of such fertilizers and lime in cooperation with practical farmers so as to obtain information as to the value, effect, and best methods of their use;

(l) To establish its own demonstration farms and to arrange with farmers and farm organizations for the large-scale practical use of fertilizers and lime under conditions permitting an accurate measure of the economic return they produce, with the provision that said farmers and farm organizations shall keep records of the farm methods and performance, which records shall be open to the public;

(m) To cooperate with National, provincial and school experimental stations or demonstration farms, with farmers, landowners, tenants and associations of landowners, tenants, and farmers for the use of fertilizers and lime, or fertilizing and liming practices, and for promoting the prevention of soil erosion by the use of fertilizers or otherwise;

(n) To request the assistance and advise of any officer, agent or employee of any Executive Department or of any independent office of the Republic of the Philippines, to enable the Corporation to better carry out its powers successfully, and as far as possible, utilize the services of such officers, agents, and employees, and the President of the Philippines shall, if in his opinion, the public interest, service or economy so require, direct that such assistance, advice and service be rendered to the Corporation, and any individual that may be directed by the President to render such assistance, advice and service shall, thereafter be subject to the orders, rules and regulations of the Corporation: *Provided*, That any invention or discovery made by virtue of and incidental to such service by an employee of the Government of the Philippines serving under this section, or by any employee of the Corporation, together with any patents which may be granted thereon, shall be

the sole and exclusive property of the Corporation, which is hereby authorized to grant such licenses thereunder as shall be authorized by the Board of Directors: *Provided, further*, That the Corporation may pay to such inventor such sum from the income from sale of licenses as it may deem proper;

(o) To adopt and undertake such measures as will improve the economic and social conditions of the people engaged in the production of rice and corn;

(p) Generally, to do all such other things and to transact all such business as may be directly or indirectly incidental or conducive to the attainment of the purposes of the corporation; and

(q) To do, in carrying on its business, any and all acts and things and to exercise any and all powers which a natural person should do and exercise and which now or hereafter may be authorized by law.

SEC. 4. The National Rice and Corn Corporation shall be subject to the provisions of the Corporation Law in so far as they are compatible with the provisions of this Act, and it shall enjoy the general powers mentioned in said Corporation Law in addition to those herein specified.

SEC. 5. In order to enable the Corporation to exercise the powers and duties vested in it by this Act—

(a) The Corporation is hereby exempted from the payment of import duty on rice and corn, and on such supplies, machinery and equipment such as fertilizers and lime as may be necessary for demonstration farming.

(b) The Corporation is hereby exempted from the payment of sales and milling taxes imposed or to be imposed by the National, or by any provincial or municipal governments, and the President of the Philippines is hereby authorized to further exempt the Corporation from the payment of other taxes whenever in his opinion such exemption is for public interest.

(c) The President of the Philippines is hereby authorized to transfer and assign to the Corporation, the parcels of land belonging to the Government and situated in the City of Manila bounded on three sides by Azcarraga Street, Quezon Boulevard and Evangelista Street, more specifically described as Lots Nos. 1, 2, 3, 4, 5 & 6, Block 2181, containing 9,398 square meters and such other real or personal property of the Republic of the Philippines as he may from time to time deem necessary and proper for the purposes of the Corporation.

(d) The Corporation is hereby authorized to inspect and take records of palay, rice and corn stocks stored by any person, partnership or corporation, and to enter the premises where these commodities may be found, for such inspection and records.

SEC. 6. (a) In the appointment of officials and selection of employees for the said Corporation, and in the promotion of any employees or officials, no political test or qualifications shall be permitted or given consideration, but all such appointments and promotions shall be given and made on the basis of merit and efficiency. Any member of the Board of Directors who is found by the President of the Philippines to be guilty of a violation of this section shall be removed from office by the President of the Philippines, and any appointee of said Board who is found by the Board to be guilty of a violation of this section shall be removed from office by said Board.

(b) The Board of Directors shall establish and prescribe its own rules, regulations, standards and records for the employment, promotion, demotion, removal, transfers, welfare, compensation and appraisal of performance of employees and officers of the Corporation, and provide a system of organization to fix responsibility and promote efficiency.

SEC. 7. (a) The capital stock of the Corporation shall be twenty million pesos divided into two hundred thousand shares of stock, having a par value of one hundred pesos each.

(b) All of the stocks of the Corporation shall be subscribed by the Government of the Republic of the Philippines excepting such number of stocks as may necessarily be sold to the members of the Board of Directors. Fifty per cent of the value of stocks subscribed shall be paid immediately; 10 per cent on or before July, 1951; 10 per cent on or before July 1, 1952; and 10 per cent on or before July 1, 1953. Payment of the balance shall be subject to call by the President of the Philippines upon recommendation of the Board of Directors. Stocks sold to any member of the Board may be purchased by the Government of the Republic of the Philippines at par value when he ceases to be a member of said Board.

(c) The voting power of all such stocks owned by the Government of the Republic of the Philippines shall be vested in the President of the Philippines or in such person or persons as he may designate.

SEC. 8. (a) The Corporation shall, at all times, maintain complete and accurate books of accounts, which shall be segregated under three main accounts namely;

Account No. 1—Pertaining to the Corporation's activities in the stabilization of prices.

Account No. 2—Pertaining to the Corporation's activities in developing and improving production.

Account No. 3—Pertaining to the Corporation's activities in promoting the economic and social conditions of the people engaged in the production of rice and corn.

(b) The Board of Directors shall submit its annual report and balance sheets to the President of the Philippines and the Congress of the Philippines as provided for in section five hundred and seventy-four to five hundred and seventy-seven of the Administrative Code.

(c) All purchases and contracts for supplies or services, except for personal services, made by the Corporation, shall be made after advertising in such a manner and at such times sufficiently in advance of opening of bids as the Board shall determine to be adequate to insure notice and opportunity for competition: *Provided*, That advertisement shall not be required when, (1) an emergency requires immediate delivery of the supplies or performance of the service; or (2) repair parts, accessories, supplemental equipment, or services are required for supplies or services previously furnished or contracted for; or (3) the aggregate amount involved in any purchase of supplies or procurement of services does not exceed ₱1,000, in which cases such purchases of supplies or procurement of services may be made in the open market in the manner common among businessmen: *Provided, further*, That in comparing bids and in making awards the Board may consider such factors as relative quality and adaptability of supplies or services, the bidder's

financial responsibility, skill, experience, record of integrity in dealing, ability to furnish repairs and maintenance services, the time of delivery or performance offered, and whether the bidder has complied with the specifications: *Provided, further*, That in case supplies may be procured from a government, domestic or foreign, and it can be established to the satisfaction of the Board that the Government price is the lowest possible, considering quality and period of delivery, the Board may allow purchases from the Government without public bidding.

(d) The Auditor General shall audit the transactions of the Corporation at such times as he shall determine, but not less frequently than once each governmental fiscal year, with personnel of his selection. In such connection, he and his representatives shall have free and open access to all papers, books, records, files, accounts, plants, warehouses, offices, and all other things, property, and places belonging to or under the control of or used or employed by the Corporation, and shall be afforded full facilities for counting all cash and verifying transactions with, and balances in, depositaries. He shall make report of each such audit in quadruplicate, one copy for the President of the Philippines, one for the Chairman of the Board, one for public inspection at the principal office of the Corporation, and the other to be retained by him for the uses of the Congress: *Provided*, That such report shall not be made until the Corporation shall have had reasonable opportunity to examine the exceptions and criticisms of the Auditor General, to point out errors therein, explain or answer the same, and to file a statement which shall be submitted by the Auditor General with his report. The expenses for each such audit shall be paid from any appropriation or appropriations for the General Auditing Office, and such part of such expenses as may be allocated to the Corporation shall be reimbursed promptly by the Corporation as billed by the Auditor General. The Auditor General shall make special reports to the President of the Philippines and to Congress of any transaction or condition found by him to be in conflict with the powers or duties entrusted to the Corporation by law.

SEC. 9. (a) The management of the National Rice and Corn Corporation shall be vested in a Board of Directors consisting of five members appointed by the President of the Philippines, with the consent of the Commission on Appointments. The President of the Philippines shall appoint the Chairman of the Board from among its members. The Board shall appoint a General Manager and an Assistant General Manager who need not be members of the Board.

(b) Of the five directors first appointed as above prescribed, the President of the Philippines shall designate one to serve for one year, one for two years, one for three years, one for four years, and the chairman for five years; and thereafter, each director appointed shall serve for five years. Whenever a vacancy shall occur among the directors, the person appointed to fill it shall hold office for the unexpired term of the member whose place he is selected to fill.

(c) Three members of the Board of Directors shall constitute a *quorum* for the transaction of business.

(d) Any director shall be subject to removal by the President of the Philippines.

(e) All members of the Board shall be persons who profess a belief in the feasibility and wisdom of this Act.

SEC. 10. (a) The present National Rice and Corn Corporation as merged with the PRISCO by Executive Order No. 350 is dissolved. Its properties, assets, rights, choses in action, obligations, liabilities, and contracts are transferred to, and are vested in, and assumed by, the public corporation herein created. The business and affairs of the aforesaid corporation are liquidated as of the effective date of this Act, and are automatically assumed and continued by the Corporation herein created.

(b) The net book value of the properties and assets of the present National Rice and Corn Corporation as merged with the PRISCO by Executive Order No. 350 on the effective date of approval of this Act, shall be received by the Corporation herein created in payment for an equal value of shares of the capital stock of the Corporation herein created.

(c) All references made to the National Rice and Corn Corporation referred to above in any Act or in any Executive Order or Proclamation of the President of the Philippines which is still in force shall be deemed to be a reference to the National Rice and Corn Corporation created in this Act.

SEC. 11. To carry out the purposes of this Act, there is hereby appropriated out of the funds of the National Treasury not otherwise appropriated, to be paid and transferred to the Corporation for the stocks subscribed by the Government, as follows: Ten million pesos upon approval of this Act, five million of which shall be taken from the authorized capital appropriation of the PRISCO as share of the RICO Department, PRISCO, activities which will be assumed and continued by this new Corporation; five million pesos less the net book value of the properties and assets of the former National Rice and Corn Corporation, on or before July 1, 1952; and the balance, or five million pesos, on or before July 1, 1953. The total sum to be paid and transferred to the Corporation under the provisions of this Act shall not exceed twenty million pesos. All profits derived from the operation of the Corporation herein created shall accrue to and form part of the same and shall be available for expenditure and/or investment for the same purposes herein provided.

SEC. 12. This Act shall take effect one month after its approval.

Approved, June 16, 1951.

H. No. 123

[REPUBLIC ACT No. 664]

AN ACT FIXING THE MINIMUM COMPENSATION OF PHYSICIANS EMPLOYED BY THE GOVERNMENT IN POSITIONS REQUIRING MEDICAL KNOWLEDGE TO TWO THOUSAND FOUR HUNDRED PESOS PER ANNUM.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Any provision of law to the contrary notwithstanding, all physicians employed on full time basis by the Government in positions requiring the knowledge of medicine, shall receive a minimum annual compensation of two thousand four hundred pesos.

SEC. 2. The President of the Philippines is hereby authorized to use such sums as may be necessary to carry out the purpose of this Act, but not to exceed one hundred thousand pesos, to be taken from any funds in the Philippine Treasury not otherwise appropriated.

SEC. 3. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1488

[REPUBLIC ACT NO. 665]

AN ACT GRANTING THE BAGONG BUHAY OF THE PSP PUBLICATIONS A TEMPORARY PERMIT TO CONSTRUCT, MAINTAIN AND OPERATE PRIVATE FIXED POINT-TO-POINT AND LAND MOBILE RADIO STATIONS FOR THE RECEPTION AND TRANSMISSION OF RADIO COMMUNICATIONS WITHIN THE PHILIPPINES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. There is hereby granted to the PSP Publications, its successors or assigns, a temporary permit to construct, maintain and operate in the Philippines, at such places as the said publication may select, subject to the approval of the Secretary of Public Works and Communications, private fixed point-to-point and land mobile radio stations for the reception and transmission of wireless messages on radiotelegraphy or radiotelephony, each station to be provided with a radio transmitting apparatus and a radio receiving apparatus.

SEC. 2. This temporary permit shall continue to be in force during the time that the Government has not established similar service at the places selected by the grantee, and is granted upon the express condition that the same shall be void unless the grantee shall start the operation of said stations within one and a half years from the date of approval of this Act.

SEC. 3. The grantee, its successors or assigns, shall not engage in domestic business of telecommunications in the Philippines without further special assent of the Congress of the Philippines, it being understood that the purpose of this temporary permit is to secure to the grantee the right to construct, install, maintain and operate private fixed point-to-point and land mobile radio stations in such places within the Philippines as the interest of the grantee may justify, and to enable it to better serve the public in the dissemination of news and events of national interest.

SEC. 4. No fees shall be charged by the grantee as the radio stations that may be established by virtue of this Act shall engage in communications regarding the grantee's business only.

SEC. 5. The grantee, its successors or assigns, shall so construct and operate its radio stations as not to interfere with the operation of other radio stations maintained and operated in the Philippines.

SEC. 6. The grantee, its successors or assigns, shall hold the National, provincial, city and municipal governments of the Philippines harmless from all claims, accounts, demands, or actions arising out of accidents or injuries, whether to property or to persons, caused by the construction or operation of its radio stations.

SEC. 7 The grantee, its successors or assigns, shall be subject to the corporation laws of the Philippines now existing or hereafter enacted.

SEC. 8. The grantee, its successors or assigns, is authorized to operate its private fixed point-to-point and land mobile radio stations in the medium frequency, high frequency and very high frequency that may be assigned to it by the Secretary of Public Works and Communications.

SEC. 9. A special right is hereby reserved to the President of the Philippines in time of war, insurrection, public peril, calamity, disaster or disturbance of peace and order, to cause the closing of the grantee's radio stations or to authorize the temporary use or possession thereof by any department of the Government.

SEC. 10. This temporary permit shall be subject to amendment, alteration, or repeal by the Congress of the Philippines when the public interest so requires, and shall not be interpreted as an exclusive grant of the privilege therein provided for.

SEC. 11. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1274

[REPUBLIC ACT NO. 666]

AN ACT GRANTING BARTOLOME E. SAN DIEGO A TEMPORARY PERMIT TO CONSTRUCT, MAINTAIN AND OPERATE PRIVATE FIXED POINT-TO-POINT AND PRIVATE COASTAL RADIO STATIONS FOR THE RECEPTION AND TRANSMISSION OF RADIO COMMUNICATIONS WITHIN THE PHILIPPINES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. There is hereby granted to Bartolome E. San Diego, his successors or assigns, a temporary permit to construct, maintain and operate in the Philippines, at such places as the said grantee may select, subject to the approval of the Secretary of Public Works and Communications, private fixed point-to-point and private coastal radio stations for the reception and transmission of wireless messages on radio telegraphy or radiotelephony, each station to be provided with a radio transmitting apparatus and a radio receiving apparatus.

SEC. 2. This temporary permit shall continue to be in force during the time that the Government has not established similar service at the places selected by the grantee, and is granted upon the express condition that the same shall be void unless the grantee shall start the operation thereof within one and one-half years from the date of approval of this Act.

SEC. 3. The grantee, his successors or assigns, shall not engage in domestic business of telecommunications in the

Philippines without further special assent of the Congress of the Philippines, it being understood that the purpose of this temporary permit is to secure to the grantee the right to construct, install, maintain and operate private fixed point-to-point and private coastal radio stations in such places within the Philippines as the interest of the grantee and of his trade and business may justify.

SEC. 4. No fees shall be charged by the grantee as the radio stations that may be established by virtue of this Act shall engage in communications regarding the grantee's business only.

SEC. 5. The grantee, his successors or assigns, shall so construct and operate his radio stations as not to interfere with the operation of other radio stations maintained and operated in the Philippines.

SEC. 6. The grantee, his successors or assigns, shall hold the National, provincial, city, and municipal governments of the Philippines harmless from all claims, accounts, demands, or actions arising out of accidents or injuries, whether to property or to persons, caused by the construction or operation of his radio stations.

SEC. 7. The grantee, his successors or assigns, shall be subject to the corporation laws of the Philippines now existing or hereafter enacted.

SEC. 8. The grantee, his successors or assigns, is authorized to operate his radio stations on the frequencies that may be assigned to him by the Secretary of Public Works and Communications, including the international distress frequency of five hundred kilocycles and the high frequency distress frequency of eight thousand two hundred eighty kilocycles, and to communicate with ship radio stations open to public correspondence only in cases of emergency.

SEC. 9. A special right is hereby reserved to the President of the Philippines in time of war, insurrection, public peril, calamity or disaster to cause the closing of the grantee's radio stations or to authorize the temporary use or possession thereof by any department of the Government, upon just compensation.

SEC. 10. This temporary permit shall be subject to amendment, alteration, or repeal by the Congress of the Philippines when the public interest so requires, and shall not be interpreted as an exclusive grant of the privileges herein provided for.

SEC. 11. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1690

[REPUBLIC ACT No. 667]

AN ACT GRANTING THE GUANZON LIME DEV. CO., INC., A TEMPORARY PERMIT TO CONSTRUCT, MAINTAIN AND OPERATE PRIVATE FIXED POINT-TO-POINT RADIO STATIONS IN TAYABAS, QUEZON; MANILA; AND CALOOCAN, RIZAL FOR THE RECEPTION AND TRANSMISSION OF RADIO COMMUNICATIONS TO AND FROM SAID STATIONS.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. There is hereby granted to the Guanzon Lime Dev. Co., Inc., its successors or assigns, a temporary permit to construct, maintain and operate in the municipality of Tayabas, Province of Quezon; City of Manila; and the municipality of Caloocan, Province of Rizal, subject to the approval of the Secretary of Public Works and Communications, private fixed point-to-point and land mobile radio stations for the reception and transmission of wireless messages on radiotelegraphy or radiotelephony, each station to be provided with a radio transmitting apparatus and a radio receiving apparatus.

SEC. 2. This temporary permit shall continue to be in force during the time that the Government has not established similar service at the places selected by the grantee, and is granted upon the express condition that the same shall be void unless the construction or installation of said stations be begun within one year from the date of approval of this Act and be completed within two years from said date.

SEC. 3. The grantee, its successors or assigns, shall not engage in domestic business of telecommunications in the Philippines without further special assent of the Congress of the Philippines, it being understood that the purpose of this temporary permit is to secure to the grantee the right to construct, install, maintain and operate private fixed point-to-point and land mobile radio stations in such places within the Philippines as the interest of the grantee may justify, and to enable it to better serve the public in the dissemination of news and events of national interest.

SEC. 4. No fees shall be charged by the grantee as the radio stations that may be established by virtue of this Act shall engage in communications regarding the grantee's business only.

SEC. 5. The grantee, its successors or assigns, shall so construct and operate its radio stations as not to interfere with the operation of other radio stations maintained and operated in the Philippines.

SEC. 6. The grantee, its successors or assigns, shall hold the National, provincial, city, and municipal governments of the Philippines harmless from all claims, accounts, demands, or actions arising out of accidents or injuries, whether to property or to persons, caused by the construction or operation of its radio stations.

SEC. 7. The grantee, its successors or assigns, shall be subject to the corporation laws of the Philippines now existing or hereafter enacted.

SEC. 8. The grantee, its successors or assigns, is authorized to operate its private fixed point-to-point and land mobile radio stations in the medium frequency, high frequency and very high frequency that may be assigned to it by the Secretary of Public Works and Communications.

SEC. 9. A special right is hereby reserved to the President of the Philippines in time of war, insurrection, public peril, calamity, disaster or disturbance of peace or order to cause the closing of the grantee's radio stations or to authorize the temporary use or possession thereof by any department of the Government, upon just compensation.

SEC. 10. This temporary permit shall be subject to amendment, alteration, or repeal by the Congress of the

Philippines when the public interest so requires, and shall not be interpreted as an exclusive grant of the privilege herein provided for.

SEC. 11. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1747

[REPUBLIC ACT NO. 668]

AN ACT GRANTING TO THE PANQUI SUGAR MILL A TEMPORARY PERMIT TO CONSTRUCT, MAINTAIN AND OPERATE PRIVATE FIXED POINT-TO-POINT AND PRIVATE COASTAL RADIO STATIONS FOR THE RECEPTION AND TRANSMISSION OF RADIO COMMUNICATIONS WITHIN THE PHILIPPINES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. There is hereby granted to the Panqui Sugar Mill, its successors or assigns, a temporary permit to construct, maintain and operate in the Philippines, at such places as the said company may select, subject to the approval of the Secretary of Public Works and Communications, private fixed point-to-point and private coastal radio stations for the reception and transmission of wireless messages on radiotelegraphy or radiotelephony, each station to be provided with a radio transmitting apparatus and a radio receiving apparatus.

SEC. 2. The President of the Philippines shall have the power and authority to permit the location of said private fixed point-to-point and private coastal radio stations or any of them on lands of the public domain upon such terms as he may prescribe.

SEC. 3. This temporary permit shall continue to be in force during the time that the Government has not established similar service at the places selected by the grantee: *Provided*, That the holder of the temporary permit herein granted shall start the operation of said stations within one and a half years from the approval of this Act.

SEC. 4. The grantee, its successors or assigns, shall not engage in domestic business of telecommunications in the Philippines without further special assent of the Congress of the Philippines, it being understood that the purpose of this temporary permit is to secure to the grantee the right to construct, maintain and operate in such places within the Philippines as the interest of the company and of its trade and business may justify.

SEC. 5. This temporary permit shall not take effect until the Secretary of Public Works and Communications shall have allotted to the grantee the frequencies and wave lengths to be used thereunder, but the grantee, its successors or assigns, may use the international distress frequency of five hundred kilocycles and the high frequency distress frequency of eight thousand two hundred and eighty kilocycles, whenever necessary.

SEC. 6. No fees shall be charged by the grantee, as the radio stations that may be established by virtue of this

Act shall engage in communications regarding the company's business only.

SEC. 7. The grantee, its successors or assigns, shall so construct and operate its radio stations as not to interfere with the operation of other radio stations maintained and operated in the Philippines.

SEC. 8. The grantee, its successors or assigns, shall hold the National, provincial and municipal governments of the Philippines harmless from all claims, accounts, demands, or actions arising out of accidents or injuries, whether to property or to persons, caused by the construction or operation of its radio stations.

SEC. 9. The grantee, its successors or assigns, shall be subject to the corporation laws of the Philippines now existing or which may hereafter be enacted.

SEC. 10. A special right is hereby reserved to the President of the Philippines in time of war, insurrection, public peril, calamity, disaster, of disturbance of peace or order to cause the closing of the grantee's radio stations or to authorize the temporary use or possession thereof by any department of the Government, upon just compensation.

SEC. 11. This temporary permit shall be subject to amendment, alteration, or repeal by the Congress of the Philippines when the public interest so requires, and shall not be interpreted as an exclusive grant of the privilege herein provided for.

SEC. 12. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1755

[REPUBLIC ACT No. 669]

AN ACT GRANTING TO MARSMAN AND COMPANY, INCORPORATED, AND/OR ITS ASSOCIATES AND SUBSIDIARIES, A TEMPORARY PERMIT TO CONSTRUCT, INSTALL, ESTABLISH AND OPERATE PRIVATE FIXED POINT-TO-POINT AND PRIVATE COASTAL RADIO STATIONS FOR THE RECEPTION AND TRANSMISSION OF RADIO COMMUNICATIONS WITHIN THE PHILIPPINES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. There is hereby granted to Marsman & Company, Incorporated, and/or its associates and subsidiaries, successors or assigns, a temporary permit to construct, install, establish and operate in the Philippines and at such places as the said company may select, subject to the approval of the Department Secretary under whose jurisdiction the Radio Control Division is functioning, or any competent authority who is or shall be authorized, to give said approval, such private fixed point-to-point and land-based and land-mobile radio stations for the reception and transmission of wireless messages on radiotelephony, each

station to consist of two radio apparatus comprising of a receiving and sending radio apparatus.

SEC. 2. The President of the Philippines, shall have the power and authority to permit the location of said private fixed point-to-point and land-based radio stations or any of them on the public domain upon such terms as may be prescribed.

SEC. 3. This permit shall continue to be in force during the time that the government has not established similar service at the places selected by the grantee.

SEC. 4. The Marsman & Company, Inc., shall not engage in domestic business of telecommunications in the Philippines without further special assent of the Congress of the Philippines, it being understood that the purpose of this temporary permit is to secure to the grantee the right to construct, install, establish and operate private fixed point-to-point and land-based radio stations in places within the Philippines as the interest of the company and its trade and business may justify.

SEC. 5. A special right is hereby reserved to the President of the Philippines in time of war, insurrection, public peril, calamity, or disturbance of peace or order, to cause the closing of the station or stations or to authorize the temporary use or possession thereof by any department of the Government upon just compensation.

SEC. 6. No fees shall be charged by the grantee as the radio stations that may be established by virtue of this Act shall engage in communication regarding the grantee's business only.

SEC. 7. The grantee, its associates and subsidiaries, successors or assigns, shall hold the National, provincial, and municipal governments of the Philippines harmless from all claims, accounts, demands or actions arising out of accidents or injuries, whether to property or to persons caused by the construction or operation of the stations for reception and transmission of wireless messages by the grantee, its associates and subsidiaries, successors or assigns.

SEC. 8. The grantee, its associates and subsidiaries, successors or assigns, shall so construct and operate its radio stations as not to interfere with the operation of other radio stations maintained and operated in the Philippines.

SEC. 9. The grantee, its associates and subsidiaries, successors or assigns, shall be subject to the Corporation Law of the Philippines now existing or which may hereafter be enacted.

SEC. 10. The grantee, its associates and subsidiaries, successors or assigns, is hereby authorized to operate its private stations on commercial frequencies that may be assigned to it by the licensing authority.

SEC. 11. This permit shall be subject to amendment, alteration, or repeal by the Congress of the Philippines when the public interest so requires, and shall not be interpreted to mean as an exclusive grant of the privilege herein provided for.

SEC. 12. This Act shall take effect upon its approval.

Approved, June 16, 1951.

H. No. 1152

[REPUBLIC ACT No. 670]

AN ACT APPROPRIATING FUNDS FOR PUBLIC WORKS

*Be it enacted by the Senate and House of Representatives
of the Philippines in Congress assembled:*

SECTION 1. The following sums, or so much thereof as may be necessary, are hereby appropriated out of the General Funds in the National Treasury not otherwise appropriated subject to the provisions hereinafter set forth, for purposes mentioned hereunder:

A. MISCELLANEOUS

(a) For the investigation, survey, construction, reconstruction, repair, improvement, extension, and completion of public works projects, including the purchase of school, hospital and market sites in provinces, chartered cities, and municipalities—

ABRA

Roads

1. Pilar-Dalit Road	₱10,000.00
2. Abra-Ilocos Norte National road.....	7,000.00
3. San Juan-Lagayan Road	5,000.00
4. Danglas-Abaquid Road	2,000.00

Buildings

5. Municipal Building, Tayum	5,000.00
6. High School Building, Pilar	5,000.00
7. Elementary School Building, Pidigan....	2,000.00
8. Domestic Science Building, Pidigan.....	3,000.00
9. Elementary School Building, San Isidro..	4,000.00
10. Municipal Building and Dispensary, Bucay	3,000.00
11. Public Market, San Juan	2,000.00
12. Municipal Building, Bangued.....	5,000.00
13. Municipal Building, Peñarubia.....	2,000.00
14. High School Building, Bucay.....	3,000.00
15. Velasco Elementary School Building, Tayum	1,000.00

Miscellaneous

16. Konsiliman Fountain, Bangued.....	3,000.00
17. For the construction of Bituen-Lacub Road, Lagangilang	15,000.00
18. For the construction of Villaviciosa-Manabo Road, Villaviciosa.....	8,000.00
19. For the construction of Bucay-Sallapadan Road, Bucay	7,000.00
20. For the construction of Bucay-Manabo Road, Bucay	5,000.00
21. For the construction of San Juan-Lacub Trail, San Juan	6,000.00
22. For the construction of Lagangilang-Tabiog Road, Lagangilang	6,000.00
23. For the construction of Tayum-Bucay Road, Tayum	6,000.00

24. For the construction of San Juan-Bai Road, San Juan	6,000.00
25. For the construction of San Gregorio-Bulbulala Barrio Road, La Paz.....	4,000.00
26. For the construction of San Juan River Control, San Juan	4,000.00
27. For the construction of a municipal building, Lagangilang	4,000.00
28. For the repair of Sarapa Dam (Dapat), Bangued	4,000.00
29. For the construction of a market building, Dolores	3,000.00
30. For the construction of Bulbulala Elementary School Building, La Paz.....	2,000.00
31. For the construction of San Gregorio Elementary School Building, La Paz..	2,000.00
32. For the construction of Langiden-Baac Road via Quiliat, Langiden	2,000.00
33. For the construction of Abra-Kalinga Junction Road to Baay, Lagangilang	2,000.00
34. For the repair of the trail from Abra-Kalinga Junction to Malibcung, Bangilo and Mataragan, Lagangilang.....	2,000.00
35. For the construction of a road from the junction of Abra-Kalinga Road to Licuan, Lagangilang	2,000.00
36. For the construction of a road from the junction of old Bangued-La Paz Road to Barrio Bangbangar, Bangued.....	1,000.00
37. For the construction of a road from the junction of Bangued-Tayum Road to Barrio Patucannay, Tayum.....	1,000.00
38. For the construction of the School of Tagodtod, Lagangilang	3,000.00
39. For the construction of the School of Nagtipulan, Lagangilang	2,000.00
40. Barrio Road from poblacion Lagangilang to Bacooc and Paganao, Lagangilang	3,000.00

AGUSAN

Public Works Projects

1. For public works projects in the lone district of Agusan	100,000.00
2. Barrio Basag Road, Butuan City.....	11,000.00

ALBAY

Roads

1. San Antonio Road, Gapo-Lacag section, Daraga District, Legaspi City.....	5,000.00
2. Malabog Road, Daraga District, Legaspi City	5,000.00

Buildings

3. Municipal public works, Daraga.....	3,000.00
4. Public Market Building, including purchase of site, Rapu-rapu	10,000.00
5. Public Library Building, Daraga District, Legaspi City.....	15,000.00

6. Elementary School Building, Centro, Daraga District, City of Legaspi.....	10,000.00
<i>Other Public Works Projects</i>	
7. For the construction of a 4-room (door) public market building, Libog	6,500.00
8. For the construction of a 4-room (door) public market building, Bacacay.....	6,500.00
9. For the survey of a waterworks system, Malinao	1,000.00
10. For the completion of Tanauan-Balza Road, Malinao	1,000.00
11. For the construction of a municipal building, Malilipot	15,000.00
12. For the construction of a high school building, Tabaco	20,000.00
13. For the construction of a public market building, Tiwi	15,000.00
14. For the construction of a waterworks system, Malinao	5,000.00
15. For the improvement of Tabaco Water- works System, Tabaco	10,000.00
16. For the improvement of San Antonio Waterworks System, Tabaco	1,000.00
17. For the improvement of Tiwi Water- works System, Tiwi	1,000.00
18. For the construction of a waterworks system, Libog	1,000.00
19. For the construction of a waterworks system, Malilipot	1,000.00
20. For the completion of Bacolod-Banqui- lignan Road	2,000.00
21. For the improvement of Plaza Libertad, Tabaco	6,000.00
22. Other public works projects in the first district of Albay	8,000.00
23. For the construction of a waterworks system, Manito	25,000.00
24. For the construction of Quilicao Barrio School Building, Daraga, Legaspi City	10,000.00
25. For the construction of Bagaobawan Waterworks System, Rapu-rapu.....	10,000.00
26. For the construction of Villahermosa Barrio School Building, Rapu-rapu ...	5,000.00
27. For the construction and/or repair of public school buildings, municipality of Jovellar, Albay	2,500.00
28. For the construction and/or repair of public school buildings, municipality of Guinobatan, Albay	12,500.00
29. For the construction and/or repair of public school buildings, municipality of Ligao, Albay	10,000.00
30. For the construction of Ubaliw Bridge and the construction and repair of public school buildings, municipality of Oas, Albay	10,000.00
31. For the construction and/or repair of public school buildings, municipality of Polangui, Albay	10,000.00

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| 32. For the construction and/or repair of public school buildings, municipality of Libon, Albay | 5,000.00 |
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ANTIQUE

Buildings

- | | |
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| 1. For the construction of the Municipal Building, Dao | 3,000.00 |
| 2. Pisanan Barrio School Building, Sibalom | 1,000.00 |
| 3. Initan Barrio School Building, Sibalom | 500.00 |
| 4. Sido Barrio School Building, Sibalom | 500.00 |
| 5. Old Town Barrio School Building, San Remigio | 1,000.00 |
| 6. Bogo Barrio School Building, San Remigio | 1,000.00 |
| 7. Igdamasio Barrio School Building, Dao | 500.00 |
| 8. For the purchase of equipment and utensils, San Remigio Home Economics Building | 500.00 |
| 9. Municipal Building, Pandan | 5,000.00 |
| 10. Northern Antique High School Building, Antique | 3,000.00 |

Other Public Works Projects

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| 11. For the construction of the Municipal Building, Dao | 8,000.00 |
| 12. For the improvement and repair of Taguimtim Primary School Building, Dao | 2,000.00 |
| 13. For the improvement and repair of Diculum Barrio School Building, Dao | 2,000.00 |
| 14. For the improvement and repair of Villaflo Barrio School Building, Dao | 2,000.00 |
| 15. For the improvement and repair of Igdu-rarog Barrio School Building, Dao | 1,500.00 |
| 16. For the improvement and repair of Barasanan Barrio School Building, Dao | 2,000.00 |
| 17. For the improvement and repair of Arasan Barrio School Building, Dao | 2,000.00 |
| 18. For the improvement and repair of Ig-cado Barrio School Building, Dao | 1,500.00 |
| 19. For the improvement and repair of Ig-tugas Barrio School Building, Dao | 1,000.00 |
| 20. For the improvement and repair of Nasuli Barrio School Building, Anini-y | 1,000.00 |
| 21. For the improvement and repair of Igp-alje Barrio School Building, Anini-y | 1,500.00 |
| 22. For the improvement and repair of Guintas Barrio School Building, San Jose | 4,000.00 |
| 23. For the improvement and repair of Salvacion Barrio School Building, San Jose | 2,000.00 |
| 24. For the improvement and repair of Inabasan Barrio School Building, San Jose | 2,000.00 |
| 25. For the improvement and repair of Malandog Barrio School Building, San Jose | 2,000.00 |

26. For the improvement and repair of Aureliana Barrio School Building, Patnongon	2,000.00
27. For the improvement and repair of Maradona Barrio School Building, Patnongon	2,000.00
28. For the improvement and repair of Tamayok Barrio School Building, Patnongon	2,000.00
29. For the improvement and repair of Carit-an Barrio School Building, Patnongon	2,000.00
30. For the improvement and repair of Talisay Barrio School Building, Bugasong	2,000.00
31. For the improvement and repair of Lublub Barrio School Building, Valderrama	1,000.00
32. For the improvement and repair of Igbangcal Barrio School Building, Dao	1,000.00
33. For the improvement and repair of San Francisco Barrio School Building, Anini-y	500.00
34. For the improvement and repair of San Roque Barrio School Building, Anini-y	500.00
35. For the improvement and repair of Malabor Barrio School Building, Tibiao	1,000.00
36. For the improvement and repair of Guinbanga-an Barrio School Building, Laua-an	500.00
37. For the improvement and repair of Guisijan Barrio School Building, Laua-an	1,000.00

BATAAN

Miscellaneous

1. Pilar Irrigation System, Pilar	3,000.00
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Other Public Works Projects

2. For the construction of the Municipal Building of Balanga	20,000.00
3. For the construction of the Puerto Rivas Elementary School Building, Balanga	20,000.00
4. For the construction of the Tortugas Barrio School Building, Balanga	5,000.00
5. For the asphaltting of the Hugo Banzon Street, Cataning, Balanga	5,000.00

BATANES

Public Works Projects

1. For the construction of a seawall, Mahatao	10,000.00
2. For the construction of a public school building, Mahatao	5,000.00
3. For the construction of a seawall, Ivana	10,000.00
4. For the construction of a public school building, Ivana	5,000.00
5. For the construction of the waterworks system, Itbud	5,000.00

6. For the construction of public school building, Uyugan	5,000.00
7. For the construction of public school building, Sabtang	5,000.00
8. For the construction of the waterworks system, Sabtang	5,000.00
9. For the construction of the waterworks system, Itbayat	5,000.00
10. For the construction of port works and port road, Itbayat	10,000.00
11. For the construction of public school buildings, Basco	10,000.00
12. For the construction of the Batanes high school building, Basco	5,000.00
13. For the construction of the port, Basco....	5,000.00
14. For the construction of the waterworks system, Basco	5,000.00
15. For the construction of the Batanes Emergency Hospital Building, Basco	10,000.00

BATANGAS

Roads

1. Lemery-Agoncillo Road	25,000.00
2. San Juan-Laiya Road	10,000.00
3. Puting Buhangin Bridge, San Juan-Laiya Road	10,000.00
4. Buhay na Sapa Bridge, San Juan-Laiya Road	10,000.00
5. Talisay-Tagaytay Road	5,000.00

Buildings

6. Padre Garcia Elementary School Building, Padre Garcia	3,000.00
7. Elementary School Building, Batangas....	5,000.00
8. Home Economics Building, Pinagtungulan Elementary School, San Jose.....	4,000.00
9. Central School Building, Mabini	9,000.00
10. Municipal Building, Nasugbu.....	5,000.00
11. Public School Buildings, Padre Garcia....	5,000.00

Other Public Works Projects

12. Poblacion-Pantalan Road, Nasugbu.....	3,500.00
13. Road to Tubigan, Nasugbu	4,000.00
14. Repair of Mapalad na Bato Parents-Teachers Association School Building, Nasugbu	500.00
15. Repair of Haba Parents-Teachers Association School Building, Nasugbu....	500.00
16. Repair of Bundukan Parents-Teachers Association School Building, Nasugbu	500.00
17. Repair of Papaya Parents-Teachers Association School Building, Nasugbu....	500.00
18. Repair of Calayo School Building, Nasugbu	500.00
19. Repair of Latag Parents-Teachers Association School Building, Nasugbu.....	500.00
20. Repair of Catandaan Parents-Teachers Association School Building, Nasugbu	500.00
21. Repair of Maugat Parents-Teachers Association School Building, Nasugbu....	500.00

22. Repair of Panuka Parents-Teachers Association School Building, Nasugbu	500.00
23. Repair of Bulihan Parents-Teachers Association School Building, Nasugbu	500.00
24. Repair of Bilaran Parents-Teachers Association School Building, Nasugbu	500.00
25. Home Economics Building of Talon-Lumbangan Elementary School, Tuy	2,000.00
26. Repair of Public Market, Tuy	1,000.00
27. Completion of Municipal Cemetery, Tuy	1,000.00
28. Repair of Sinisian Barrio School Building, Calaca	2,000.00
29. Repair of Salong Barrio School Building, Calaca	1,000.00
30. Camastilisan Barrio School, Calaca	1,000.00
31. Artesian Well at Barrio Madalumot, Calaca	1,000.00
32. Lian Elementary School Building, Lian	5,000.00
33. Wawa Elementary School, Lemery	5,000.00
34. Payapa Barrio School, Lemery	2,000.00
35. Town Plaza and streets around market, Lemery	3,000.00
36. Lucsuhin Barrio Road and Plaza, Calatagan	4,000.00
37. San Nicolas Barrio School, Taal	3,000.00
38. Butong Barrio School, Taal	1,000.00
39. Mulawin Barrio School, Taal	1,000.00
40. Panghulan School Building, Agoncillo	2,000.00
41. Artesian well in Pamiga, Agoncillo	1,000.00
42. Artesian well in Balangon, Agoncillo	1,000.00
43. Lukluk Balite School, San Luis	2,000.00
44. Sampa Pacifico Barrio Road, San Luis	2,000.00
45. Wawa Elementary School shops, Nasugbu	1,000.00
46. For the construction of Batangas North Elementary School Building, Batangas	10,000.00
47. For the construction of Mahakot Barrio Road, Batangas	1,000.00
48. For the construction of Aplaya-Bauan Barrio Road, Bauan	1,000.00
49. For the drilling and construction of an artesian well at Tingloy, Bauan	1,000.00
50. For the construction of Cuenca Elementary School Building, Cuenca	10,000.00
51. For the construction of Balindis Barrio Road, Ibaan	1,000.00
52. For the construction of a public market building, Mabini	5,000.00
53. For the construction of Mainaga Barrio School Building, Mabini	3,000.00
54. For the construction of Nagiba Barrio School Building, Mabini	3,000.00
55. For the construction of Lobo Pier, Lobo	12,000.00
56. For the construction of San Piro-Buhay na Sapa Barrio Road, San Juan	3,000.00
57. For the repair of the Balete Road, City of Lipa	3,000.00
58. For the repair of the Bagong-Pook Barrio School, Malvar	1,500.00
59. For the drilling and construction of an artesian well in San Pioquinto, Malvar	1,500.00

60. For the drilling and construction of an artesian well in San Pedro, Malvar	1,500.00
61. For the drilling and construction of an artesian well in Luta, Malvar	1,500.00
62. For the drilling and construction of an artesian well in San Fernando, Malvar	1,500.00
63. For the drilling and construction of an artesian well in Kalingatan, Mataas-na-Kahoy	1,500.00
64. For the drilling and construction of an artesian well in Santol, Mataas-na-Kahoy	1,500.00
65. For the Padre Garcia Elementary School	2,400.00
66. For the Payapa Barrio School, Padre Garcia	600.00
67. For the drilling and construction of an artesian well in Macalamcam, Rosario	2,000.00
68. For the drilling and construction of an artesian well in Quilib, Rosario	1,500.00
69. For the drilling and construction of an artesian well in San Roque, Rosario	1,500.00
70. For the drilling and construction of an artesian well in Alupay, Rosario	1,500.00
71. For the repair of the Salaban barrio road, San Jose	4,000.00
72. For the construction of two (2) wooden bridges in San Isidro, Santo Tomas	5,000.00
73. For the drilling and construction of an artesian well in Poblacion, Talisay	1,500.00
74. For the drilling and construction of another artesian well in Poblacion, Talisay	1,500.00
75. For the drilling and construction of an artesian well in Tranca, Talisay	1,500.00
76. For the drilling and construction of an artesian well in Bugaan, Talisay	1,500.00
77. For the construction and repair of the Balele-Boot Road, Tanauan	12,000.00

BOHOL

Roads

1. Sierra-Bullones-Alicia Road	5,000.00
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Buildings

2. Malitbog Barrio School Building, Trinidad	5,000.00
3. San Isidro Barrio School Building, Talibon	5,000.00
4. Jao Barrio School Building, Talibon	5,000.00
5. Tugas Barrio School Building, Ubay	3,000.00
6. Home Economics Building, Lungsodaan, Sierra-Bullones	2,000.00

Miscellaneous

7. Baclayon Waterworks, Baclayon	4,000.00
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Other Public Works Projects

8. For Public Works Projects in the First District of Bohol	100,000.00
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9. For Public Works Projects in the Second District of Bohol.....	100,000.00
10. For repair and improvement of Jetafe Schools	1,500.00
11. For repair and improvement of Talibon Schools	4,000.00
12. For completion and repair of San Pascual School, Ubay	1,000.00
13. For completion and repair of Gaus School, Ubay	1,000.00
14. For repair and improvement of Ubay Schools	4,000.00
15. For repair and improvement of Mabini Schools	4,000.00
16. For completion of the Candijay Junior High School	2,000.00
17. For completion of the barrio school of Cogtong, Candijay	500.00
18. For completion of the barrio school of Tambungan, Candijay	500.00
19. For completion of the barrio school of La Union, Candijay.....	500.00
20. For completion of the barrio school of Anoling, Candijay	500.00
21. For completion and/or repair of Tugas Barrio School	500.00
22. For completion and/or repair of Buyuan Barrio School	500.00
23. For completion and/or repair of Panadtaran Barrio School	500.00
24. For completion and/or repair of Canolin Barrio School.....	500.00
25. For repair and improvement of Anda Schools	5,000.00
26. For repair and improvement of Guindulman Schools	6,000.00
27. For repair and improvement of Duero Schools	3,000.00
28. For repair and improvement of Jagna Schools	3,000.00
29. For completion and/or repair of Taboan Elementary School	225.00
30. For completion and/or repair of Pasong Primary School	215.00
31. For completion and/or repair of America Primary School	215.00
32. For completion and/or repair of Abihilan Primary School	215.00
33. For completion and/or repair of Sala-on Primary School	215.00
34. For completion and/or repair of Staka Primary School	215.00
35. For completion and/or repair of Balingasao Barrio School	1,500.00
36. For completion and/or repair of Lantay Barrio School	500.00
37. For completion and/or repair of Ginopolan Barrio School	500.00
38. For completion and/or repair of Simang Barrio School	250.00

39. For completion and/or repair of La Victoria Barrio School	250.00
40. For repair and improvement of Alicia Schools	2,600.00
41. For repair and improvement of Sierra-Bullones Schools	2,600.00
42. For repair and improvement of Trinidad Schools	2,000.00

BUKIDNON

Buildings

1. Primary School Building, Libona.....	2,000.00
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Other Public Works Projects

2. For the construction of Imbatug Settlement Farm School, Bauñgon.....	25,000.00
3. For the construction of Municipal Building, Malaybalay	25,000.00
4. For the construction of Kisolon Settlement Farm School, Sumilao.....	25,000.00
5. For the construction of Kitaotao Settlement Farm School, Kibawe.....	10,000.00
6. For the construction of Linabo Settlement Farm School, Malaybalay.....	10,000.00
7. For the construction of San Isidro Settlement Farm School, Talakag.....	5,000.00

BULACAN

Roads

1. Paombong-Hagonoy Road	5,000.00
2. Barrio Bulacan Road, Bocaue	5,000.00

Buildings

3. Carpentry Shop Building, Guiguinto.....	2,000.00
4. Additional Room, Torres Bugallon Barrio School Building, Polo	5,000.00

Miscellaneous

5. Municipal Park, including purchase of Site, San Miguel	10,000.00
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Other Public Works Projects

6. For the construction of Caniugan Barrio School Building, Malolos	5,000.00
7. For the drilling and construction of an artesian well at Barrio Look, Sta. Isabel, Malolos	2,000.00
8. For the construction of one additional room and repair of the Santa Isabel Elementary School Building, Malolos	3,000.00
9. For the construction and repair of Santa Isabel provincial and barrio roads, Malolos	7,000.00
10. For the drilling and construction of one artesian well at barrio Catmon, Malolos	2,000.00
11. For the repair of Caingin Barrio School Building, Malolos	3,000.00
12. For the repair of Catmon Barrio School Building, Malolos	1,000.00

13. For the repair of Longos Barrio School Building, Malolos	1,000.00
14. For the construction of the fence of the Barasoain Memorial School, Malolos..	1,000.00
15. For the drilling and construction of one artesian well at barrio Bagna, Malolos	2,000.00
16. For the construction of a home economics building, Hagonoy Elementary School, Hagonoy	5,000.00
17. For the drilling and construction of three artesian wells, Hagonoy.....	5,000.00
18. For the construction of one additional room and repair of the Masukol Barrio School Building, Paombong.....	4,000.00
19. For the drilling and construction of one artesian well, Paombong	2,000.00
20. For the construction of one additional room and repair of the San Jose Barrio School Building, Calumpit.....	4,000.00
21. For the drilling and construction of two artesian wells, Pulilan	3,000.00
22. For the construction and repair of Bintog Agricultural School Building, Plaridel	10,000.00
23. For the repair of Pitpitan Barrio School Building, Bulacan	2,000.00
24. For the drilling and construction of two artesian wells, Bulacan	3,000.00
25. For the repair of barrio roads, Bulacan	2,000.00
26. For the drilling and construction of one artesian well at Barrio Taal, Bocawe	2,000.00
27. For the construction of Bundukan Barrio School Building, Bocawe	4,000.00
28. For the repair of Pulong Gubat Barrio School Building, Guiguinto	2,000.00
29. For the construction of one additional room and repair of Lumbac Barrio School Building, Pulilan	4,000.00
30. For the repair of Dampol Barrio School Building, Pulilan	3,000.00
31. For the drilling and construction of one artesian well, Paombong	2,000.00
32. For the drilling and construction of one artesian well at Barrio Anilaw, Malolos	2,000.00
33. For the construction and repair of Sta. Isabel provincial and barrio roads, Malolos	3,000.00
34. For the construction of one additional room and repair of Santa Elena Elementary School Building, Hagonoy	5,000.00
35. For the construction of San Juan-San Isidro Bridge, Hagonoy	2,000.00
36. For the repair of Santa Lucia Elementary School Building, Calumpit.....	2,000.00
37. For the purchase of a school site at Barrio Longos, Calumpit	2,000.00
38. For Bonga Menor Elementary School Shop, Bustos	4,000.00

39. For Bonga Menor Elementary School Domestic Science, Bustos	4,000.00
40. For Bonga Menor Elementary School Artesian Well, Bustos	3,000.00
41. For Tibagan Elementary School repair and improvement, Bustos	2,000.00
42. For Liciada Primary School Building, Bustos	3,500.00
43. For Cambaog Elementary School repair and improvement, Bustos	3,000.00
44. For Bustos Elementary School repair or improvement, Bustos	3,000.00
45. For Malawak Primary School repair or improvement, Bustos	1,000.00
46. For Concepcion Primary School Building, Baliuag	4,000.00
47. For San Roque Elementary School repair or improvement, Baliuag	3,000.00
48. For Sulucan Primary School construction, Angat	4,000.00
49. For Taboc Primary School repair or improvement, Angat	2,000.00
50. For artesian well near the plaza and market, Norzagaray	4,000.00
51. For road construction from the Poblacion to Loma de Gato, Marilao	3,000.00
52. For Maasim Elementary School repair or improvement, San Ildefonso	3,000.00
53. For Salacot Elementary School repair or improvement, San Miguel	2,000.00
54. For San Roque Primary School repair or improvement, San Rafael	1,500.00

CAGAYAN

Roads

1. Allacapan-Bañag Road, Allacapan.....	5,000.00
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Buildings

2. Primary School Building, Santa Maria, Lal-lo	4,000.00
3. Municipal Building, Camalaniugan.....	7,000.00
4. Sanchez-Mira (Arranz) High School Building, Sanchez-Mira	10,000.00
5. Nicasio Arranz Memorial Gymnasium....	3,000.00
6. Cagayan Trade School Building.....	2,000.00
7. Academic Building, Itawes High School	2,000.00
8. Home Economics Building, Camalaniugan High School.....	2,000.00
9. Home Economics Building, Alcala.....	2,000.00
10. Home Economics Building, Gonzaga.....	2,000.00
11. Home Economics Building, Abulug.....	1,500.00
12. Home Economics Building, Aparri Vocational High School.....	1,000.00
13. Public Market Building, Alcala.....	7,500.00

Other Public Works Projects

14. For the repair of public market, Aparri	6,000.00
15. For the construction of public market, Gonzaga	7,500.00
16. For the construction of public market, Alcala	7,500.00

17. For the construction of river control works, Tuguegarao	7,500.00
18. For the repair of municipal building, Iguig	2,500.00
19. For the repair of municipal building, Baggao	2,500.00
20. For the repair of barrio roads, Camalaniugan	3,000.00
21. For the repair of municipal building, Lal-lo	2,500.00
22. For the repair of barrio school buildings, Buguey	3,000.00
23. For the repair of municipal building, Gattaran	3,000.00
24. For the construction of barrio roads, Amulung	2,500.00
25. For the construction of barrio school buildings, Peñablanca	2,500.00
26. Barrio School Building, Bagu, Abulug.....	1,000.00
27. Barrio School Building, Giddam, Abulug	1,000.00
28. Domestic Science Building, Lubban, Abulug	500.00
29. Barrio School Building, Dana, Ili, Abulug	1,000.00
30. Barrio School Building, Muru, Ili, Abulug	500.00
31. High School Building, Centro, Ili, Abulug	4,000.00
32. Centro-Alig Barrio Road, Allacapan.....	1,500.00
33. Barrio School Building, Tambuli, Allacapan	1,000.00
34. Municipal Building, Allacapan.....	2,000.00
35. Barrio School Building, Cabuhan, Ballesteros	1,000.00
36. Barrio School Building, Amubbuan, Ballesteros	2,000.00
37. Barrio School Building, Zitanga, Ballesteros	1,000.00
38. Barrio School Building, Fugu, Ballesteros	1,000.00
39. Ambubuan Communal Irrigation System, Ballesteros	1,000.00
40. Nararagan-Ict. National Highway barrio road, Ballesteros	3,000.00
41. Construction of monument to World War II Veterans, Ballesteros	500.00
42. Barrio School Building, Capanikian, Claveria	1,000.00
43. Barrio School Building, Pata, Claveria.....	1,000.00
44. Barrio School Building, Alimoan, Claveria	1,000.00
45. Barrio School Building, Taggat, Claveria	1,000.00
46. Domestic Science Building, Centro, Claveria	5,000.00
47. Puericulture Center Building, Centro, Sanchez-Mira	2,000.00
48. Domestic Science Building, Bangan, Sanchez-Mira	2,000.00
49. Domestic Science Building, Nammuac, Sanchez-Mira	2,000.00

50. Barrio School Building, Nagrangtayan, Sanchez-Mira	1,500.00
51. Barrio School Building, Dacal, Sanchez-Mira	500.00
52. Barrio School Building, Langagan, Sanchez-Mira	500.00
53. Barrio School Building, Santiago, Sanchez-Mira	500.00
54. Elementary School Building, Centro, Langangan	3,000.00
55. Public Plaza, Langangan	1,500.00
56. Barrio School Building, Pimpila, Pamplona	2,000.00
57. Barrio School Building, Balingit, Pamplona	1,000.00
58. Barrio School Building, Tabba, Pamplona	1,000.00
59. Municipal Building, Lagam	4,500.00
60. Centro-Divisoria Barrio Road, Enrile	6,000.00
61. Barrio School Building, Lemu, Enrile	1,000.00
62. Purchase of School Site, Enrile Central	2,500.00
63. Centro-Iraga Barrio Road, Solana	7,000.00
64. Barrio School Building, Dasson, Solana	1,000.00
65. Barrio School Building, Lanna, Solana	500.00
66. Barrio School Building, Iraga, Solana	500.00
67. Barrio School Building, Cataraoan, Piat	3,000.00
68. Barrio School Building, Dugayong, Piat	1,000.00
69. Barrio School Building, Gumarueg, Piat	1,000.00
70. Municipal Building, Piat	2,000.00
71. Barrio School Building, Illuru, Rizal	1,000.00
72. Barrio School Building, Canbabangan, Rizal	2,000.00
73. Barrio School Building, Gagabutan, Rizal	1,000.00
74. Barrio School Building, Seniquing, Rizal	2,000.00
75. Rizal Monument, Centro, Faire	2,000.00
76. Barrio School Building, San Manuel, Faire	2,500.00
77. Barrio School Building, Tabang, Faire	1,000.00
78. Barrio School Building, Lubo, Faire	1,000.00
79. Barrio School Building, Dungao, Faire	1,000.00
80. Barrio School Building, Muño, Tuao	1,500.00
81. Barrio School Building, Cagumitan, Tuao	1,500.00
82. Barrio School Building, Alabiao, Tuao	1,500.00
83. Barrio School Building, Palea, Tuao	1,000.00
84. Barrio School Building, Pata, Tuao	1,000.00
85. Domestic Science Building, Bagumbayan, Tuao	1,500.00

CAMARINES NORTE

Public Works Projects

1. For the completion of the High School Home Economics Building, Daet	2,000.00
2. For the construction of a pathway to Anghit Barrio School, Daet	500.00
3. For the repair of the road to Mambaleta, Daet	2,000.00
4. For the acquisition of the school site and/or repair of Awitan Barrio School Building, Daet	500.00

5. For the construction and/or repair of the Bagasbas Barrio School Building, Daet	500.00
6. For the construction and/or repair of the Mambalete Barrio School Building, Daet	500.00
7. For the construction and/or repair of the Mangtagbak Barrio School Building, Daet	500.00
8. For the repair and/or construction of the Central and Barrio School Buildings, Basud	4,000.00
9. For the construction and/or repair of the Bakiad-Santa Cruz Barrio School Building, Labo	1,000.00
10. For the construction and/or repair of the Bautista Barrio School Building, Labo	3,000.00
11. For the construction and/or repair of the Tulay na Lupa Barrio School Building, Labo	1,000.00
12. For the construction and/or repair of the Daguit Barrio School Building, Labo	500.00
13. For the construction and/or repair of the Fundado Barrio School Building, Labo	500.00
14. For the construction and/or repair of the Talubatib Barrio School Building, Labo	500.00
15. For the construction and/or repair of the Matanlang Barrio School Building, Labo	500.00
16. For the construction and/or repair of the Benit Barrio School Building, Labo	500.00
17. For the construction and/or repair of the Matogdon Barrio School Building, Labo	500.00
18. For the repair of the Municipal Building, Mercedes	2,000.00
19. For the construction and/or repair of barrio schools, Mercedes	2,000.00
20. For the construction of the High School Shop Building, Paracale	2,000.00
21. For the acquisition of the site for Puericulture Center Building, Paracale.....	2,500.00
22. For the construction and/or repair of the Calaburnay Barrio School Building, Paracale	500.00
23. For the construction and/or repair of the Pinagbirayan Barrio School Building, Paracale	500.00
24. For the construction and/or repair of the Bato-balane Barrio School Building, Paracale	1,000.00
25. For the construction and/or repair of the Dalnac Barrio School Building, Paracale	500.00
26. For the construction and/or repair of the Tabas Barrio School Building, Paracale	500.00

27. For the construction of the Bakal Foot Bridge, Paracale	500.00
28. For the construction of the High School Annex Building, Jose Pañganiban.....	5,000.00
29. For the repair of the road to San Vicente, San Vicente	2,000.00
30. For the repair of the streets in the poblacion, Talisay	3,000.00
31. For the repair of barrio school buildings, Talisay	1,700.00
32. For the fencing of the Vinzons Plaza and repair of municipal streets, Vinzons	2,000.00
33. For the construction of a barong-barong Barrio School Building at Siñgi, Vinzons	1,000.00
34. For the construction and/or repair of the Pinagtigasan Barrio School Building, Calaguas Island, Vinzons.....	1,000.00
35. For the construction and/or repair of the San Isidro Barrio School Building, Vinzons	500.00
36. For the construction and/or repair of the San Agustin Barrio School Building, Vinzons	500.00
37. For the construction and/or repair of the Santo Domingo Barrio School Building, Vinzons	1,000.00
38. For the construction and/or repair of the Kalangkawan Barrio School Building, Vinzons	500.00
39. For the construction and/or repair of the Banokbok Barrio School Building, Vinzons	500.00
40. For the construction and/or repair of the Vinzons High School Building, Vinzons	500.00
41. For the construction and/or repair of the Manunsay Bridge at sitio Mangkawayan, barrio Santo Domingo, Vinzons	300.00
42. For the repair of the Cemetery road (poblacion), Vinzons	300.00
43. For the repair of the Siñgi Foot Bridge, Vinzons	200.00
44. For the completion of the Vinzons-Labo road	24,500.00
45. For the completion of the Waterworks System, Capalonga	25,000.00

CAMARINES SUR

Buildings

1. Primary School Building, San Juan, Bato	3,000.00
2. Puericulture Center, Caramoan.....	2,000.00

Other Public Works Projects

3. For the construction of the right wing of the Tinago Elementary School, Naga City	5,000.00
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4. For the completion of the public elementary school grandstand, Libmanan.....	2,500.00
5. For the construction of road to the barrio of Puro, Libmanan.....	2,500.00
6. For the completion of the barrio road Pasacao-Caranan, Pasacao	5,000.00
7. For the construction of a river wall along the Sepatan River near the poblacion, Magarao	2,000.00
8. For the construction of a municipal building of the New Municipality of Bombon, Bombon	4,000.00
9. For the completion of the barrio road to the barrio of Alianza, San Fernando..	3,000.00
10. For the improvement and cementing of municipal yard in front of the municipal building, Milaor.....	2,000.00
11. For the improvement and cementing of municipal yard in front of the municipal building, Minalabac.....	2,000.00
12. For the repair and completion of the municipal market, Pamplona.....	1,000.00
13. For the repair and completion of the municipal market, Ragay.....	2,000.00
14. For the repair of the barrio school of Anib, Sipocot	1,000.00
15. For the construction of the barrio school of San Vicente, Sipocot.....	1,000.00
16. For the completion of the barrio school at Calagbangan, Sipocot	1,000.00
17. For the repair of the barrio school at Calampinay, Sipocot	1,000.00
18. For the completion of the barrio school at Dahilig, Gainza	1,000.00
19. For the completion of the construction of the presidencia building of barrio Dugcal, Camaligan	2,000.00
20. For the repair of three (3) barrio schools, Canaman	1,000.00
21. For the repair and completion of the barrio school of Culacling, Lupi.....	1,500.00
22. For the repair of the barrio school of Barceloneta, Cabusao	1,500.00
23. For completion of the barrio school of Union, Calabanga	2,000.00
24. For repair of the barrio school of Paolbe, Calabanga	1,000.00
25. For repair of the barrio school of Sabang, Calabanga	1,000.00
26. For ordinary repair of barrio school of Quipayo, Calabanga	2,000.00
27. For repair of barrio school of Balongay, Calabanga	1,000.00
28. For repair of barrio school of Pagapat, Calabanga	1,000.00
29. For the construction of a Culvert No. 2 in Km. 498.25, Tigaon-Goa Provincial Road	20,000.00
30. For the construction of a barrio school building in Hanawan, Ocampo.....	5,000.00

31. For the construction of a public school building in the poblacion, Garchitarena	5,000.00
32. For completion of road construction from Tinambac to Calabanga.....	5,000.00
33. For the construction of a barrio school building in Tinawagan, Tigaon.....	5,000.00
34. For the construction of a hanging bridge connecting the barrio of San Jose with the poblacion of Bula.....	1,500.00
35. For the continuation of the Iriga-Bato Road, from San Antonio, Iriga, to San Isidro, Bato (5 kms.).....	5,000.00
36. For repairs of school building in the barrio of San Rafael, Tigaon	500.00
37. For the construction of the home economics building in Santo Domingo, Iriga	2,000.00
38. For repairs of the school building in Nato, Sangay	1,000.00

CAPIZ

Buildings

1. Capiz Elementary School Building, Roxas City	5,000.00
2. Rizal Barrio School Building, Pontevedra	4,000.00

Other Public Works Projects

3. For the completion of Dao High School Building, Dao	5,000.00
4. For the completion of the presidencia building, Dao	5,000.00
5. For the repair and improvement of the municipal streets and plaza, Dao.....	15,000.00
6. For aid to the municipality of Panitan in the improvement of its municipal plaza	5,000.00
7. For aid to the municipality in the construction of the Ivisan-Basiao Road, Ivisan	10,000.00
8. For aid to the municipality in the reconstruction of the schoolhouse at Basiao	2,000.00
9. For aid to the municipality in the repair and improvements of streets, Ivisan.....	3,000.00
10. For the improvement of the municipal plaza, Dumarao	12,000.00
11. For the drilling and construction of artesian wells in the poblacion, President Roxas	3,000.00
12. For the completion of the Lotud-lotud-Marita Road, President Roxas.....	2,000.00
13. For the construction of the Hipona-Canapi-an Road, Pontevedra.....	5,000.00
14. For the construction of the Bailan-Ma-ayon Road, Pontevedra.....	3,000.00
15. For the completion of the Pontevedra High School Building, Pontevedra.....	2,000.00
16. For the construction of the Olotayan School Building, Capiz.....	5,000.00

17. For the survey and study of the drainage system in the City of Roxas.....	5,000.00
18. For the aid to the City of Roxas in the construction of the City Hall.....	18,000.00
19. For Public Works Projects for the Second District of Capiz.....	100,000.00
20. For the construction of water supply system, Buruanga	10,000.00
21. For the repair of road from poblacion to Bugacay and Maeoco-Unat Ibajay.....	3,000.00
22. For the repair of Ondoy Barrio School, Ibajay	2,000.00
23. For the construction of the School house of Barrio Mambusao, Ibajay	1,000.00
24. For the construction of the School of Barrio Antipolo, Ibajay	1,000.00
25. For the construction of a public market, Ibajay	2,000.00
26. For the repair and construction of the Maeoco Barrio School Building, Ibajay	2,000.00
27. For the construction of the Laguinbanwa Barrio School Building, Ibajay	2,000.00
28. For the completion of the road from Carogdong to poblacion, Lezo.....	2,000.00
29. For the construction of the Agmailig Barrio School Building, Libacao	1,000.00
30. For the construction of the Guadalupe Barrio School Building, Libacao	1,000.00
31. For the construction of the Julita Barrio School Building, Libacao	2,000.00
32. For the construction of the Calamcan Barrio School Building, Libacao.....	1,000.00
33. For the construction of a school building in the poblacion, Madalag	2,000.00
34. For the construction of the Mangtigib Barrio School Building, Makato	2,000.00
35. For the construction and repair of the public market of Makato, Capiz.....	2,500.00
36. For the completion of the road from Buruanga to Malay, Malay	2,500.00
37. For the construction of the public school of barrio Nalook, Kalibo	2,000.00
38. For the improvement of the municipal plaza of Kalibo	1,000.00
39. For the construction and repair of the Kapilihan Barrio School Building, Nabas	2,000.00
40. For the completion of the Laguinbanwa-Bobog-Albasan Road, Numancia.....	3,000.00
41. For the construction of a water reservoir or artesian well in barrio Navitas, Numancia	1,000.00
42. For the improvement of the road from the poblacion to Dumatad, Tangalan	2,000.00

CATANDUANES

Roads

1. Barrio roads and streets, Virac.....	4,000.00
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Other Public Works Projects

2. For the completion of the Palnab-Antipolo Road, Virac	10,000.00
3. For the completion of the Viga-Tambognon Road, Viga	10,000.00
4. For the continuation of the Bagamanoc-Pandan Road, Bagamanoc	10,000.00
5. For the construction of the Simamla-San Jose Road, Virac	5,000.00
6. For the completion of the Palnab Primary School Building, Virac	5,000.00
7. For aid for the construction of the municipal building, Bagamanoc	5,000.00
8. For the completion of the Nagbarorong Macotal Road, Baras	5,000.00
9. Partial allotment for the construction of the De Leon Grandstand, Virac....	15,000.00
10. For the cementing of the public plaza, Pandan	5,000.00
11. For the construction of Timbaan Barrio School Building, Calolbon	5,000.00
12. For the construction of the Maygaway School Building, Calolbon	10,000.00
13. For the construction of the Manambrag School Building, Calolbon	5,000.00
14. For the construction of the Oco School Building, Viga	5,000.00
15. For leveling school ground, Bagamanoc Elementary School	5,000.00

CAVITE

Buildings

1. Completion and improvement of Kawit High School, Kawit	100,000.00
2. Construction, including purchase of Site of Provincial High School Building, Tanza	100,000.00
3. Malainen Luna Barrio School Building, Naic	5,000.00

Other Public Works Projects

4. For the construction of Mabolo Barrio School Building, Bacoor	2,000.00
5. For the construction of Gahak Barrio School Building, Kawit	7,000.00
6. For the construction of Panamitan Barrio School Building, Kawit	5,000.00
7. For the construction of Pulong Bunga Barrio School Building, Silang	5,000.00
8. For the construction of Lumil Barrio School Building, Silang	5,000.00
9. For the construction of Caong Barrio School Building, Silang	5,000.00
10. For the construction of Bona Lejos Barrio School Building, Indang	5,000.00
11. For the construction of Bona Cerca Barrio School Building, Indang	5,000.00
12. For the construction of Molino Barrio School Building, Bacoor	5,000.00

13. For the construction of Salawag Barrio School Building, Dasmariñas	1,000.00
14. For the construction of Medicion Barrio School Building, Imus	5,000.00
15. For the construction of Imus Central School Building, Imus	24,000.00
16. For the construction of Medicion Barrio School Building, Imus	15,000.00
17. For the construction of Sinigwelasan Barrio School Building, Bacoor	5,000.00
18. For the construction of Gahak Barrio School Building, Kawit	5,000.00
19. For the improvement of Panamitan Barrio School Site, Kawit	1,000.00

CEBU

Roads

1. Provincial roads, First Congressional District	10,000.00
2. Provincial roads, Third Congressional District	8,000.00
3. Provincial roads, Fifth Congressional District	8,000.00

Buildings

4. Municipal Building, Toledo	6,000.00
5. Municipal Building, Balamban	9,000.00
6. Provincial High School Building, Daanbantayan	5,000.00

Miscellaneous

7. Public baths and toilets, Cebu City	10,000.00
8. Waterworks System, Argao	10,000.00
9. Construction of Waterworks, Madridejos	6,000.00

Other Public Works Projects

10. For the construction of sea wall, Danao	20,000.00
11. For the construction of Suba Municipal Road (Lakandola St.), Danao	10,000.00
12. For the construction of sea wall, Catmon	5,000.00
13. For the construction of a municipal building, Tabogon	5,000.00
14. For the construction of the Sta. Cruz Road, San Francisco	5,000.00
15. For the construction of the Buenavista Road, Tudela	5,000.00
16. For the construction of sea wall, Suba Extension, Danao	20,000.00
17. For the construction of Cantomog Road, Carmen	5,000.00
18. For the construction of a municipal building, Borbon	10,000.00
19. For the completion of waterworks system, Pilar	7,000.00
20. For asphaltting of municipal roads, Bogo	8,000.00
21. For the construction and repair of school buildings, City of Cebu	15,000.00
22. For the construction and repair of school buildings, Opon	10,000.00
23. For the construction and repair of school buildings, Mandawe	5,000.00

24. For the construction and repair of school buildings, Cordova	5,000.00
25. For the construction and repair of school buildings, Consolacion	5,000.00
26. For the construction and repair of school buildings, Compostela	5,000.00
27. For the construction and repair of school buildings, Liloan	5,000.00
28. For the asphaltting of national roads in the Second District of Cebu	50,000.00
29. For the construction and repair of the Pitalo Elementary School, San Fernando	2,000.00
30. For the construction and repair of the Sangi-San Fernando road, San Fernando	5,000.00
31. For the construction and repair of the Sangat-Lantawan road, San Fernando	1,000.00
32. For the construction and repair of the San Fernando Waterworks system, San Fernando	7,000.00
33. For the construction and repair of Tungkop Elementary School, Minglanilla	2,000.00
34. For the construction and repair of the Vito Elementary School, Minglanilla	1,000.00
35. For the construction and repair of the Manduwang Elementary School, Minglanilla	1,000.00
36. For the construction and repair of the Minglanilla Waterworks system, Minglanilla	11,000.00
37. For the construction and repair of the Talisay Municipal Building, Talisay....	10,000.00
38. For the construction and repair of the Pooe-Mohon road, Talisay	1,000.00
39. For the construction of one artesian well in San Roque, Talisay, Cebu	1,000.00
40. For the construction and repair of the Tabunoc Public Market, Talisay	1,000.00
41. For the construction and repair of the Talisay waterworks system, Talisay	7,000.00
42. For the construction and repair of the Taghagimit Elementary School, Naga	1,000.00
43. For the construction and repair of the Naalad Elementary School, Naga	1,000.00
44. For the construction and repair of the Lutak Elementary School, Naga.....	1,000.00
45. For the construction and repair of the Naga Puericulture Center, Naga	1,000.00
46. For the construction and repair of the Langtad Elementary School, Naga	1,000.00
47. For the construction and repair of the Tuyan Elementary School, Naga	1,000.00
48. For the construction and repair of the Cogon Elementary School, Naga	1,000.00
49. For the construction and repair of the Catao-an Elementary School, Naga	1,000.00
50. For the construction and repair of the Cantabaco-Uling road, Naga	3,000.00
51. For the construction and repair of the Mainit-Uling road, Naga	1,000.00

52. For the construction and repair of the Tuyan-Cantao-an road, Naga	2,000.00
53. For the construction and repair of the Naga Waterworks system, Naga	8,000.00
54. For the river control construction, dredging and repair in the Ocaña River, Carcar	1,000.00
55. For the construction and repair of the Ocaña Elementary School, Carcar	1,000.00
56. For the construction and repair of the Tal-ot-Valencia Elementary School, Carcar	1,000.00
57. For the construction and repair of the Tuyom, Villadolid Elementary School, Carcar	1,000.00
58. For the construction and repair of the Villadolid Elementary School, Carcar	1,000.00
59. For the construction and repair of the Calidngan Elementary School, Carcar	4,000.00
60. For the construction and repair of the Buenavista Elementary School, Carcar	1,000.00
61. For the construction and repair of the Guadalupe Elementary School, Carcar	1,000.00
62. For the construction and repair of the Can-asujan Elementary School, Carcar	1,000.00
63. For the construction and repair of the Bolinawan Elementary School, Carcar	1,000.00
64. For the construction and repair of the Tagaytay, Can-asujan Elementary School, Carcar	1,000.00
65. For the construction and repair of the Carcar Waterworks System, Carcar	14,000.00
66. For the construction of Dalaguete-Alcoy Waterworks System, Dalaguete	25,000.00
67. For the construction of a wharf, Sibonga	20,000.00
68. For the construction of Cebu South Provincial High School Building, Argao	5,000.00
69. For the construction of a bridge, Argao	40,000.00
70. For the survey of a river bed, Sibonga	5,000.00
71. For the repair of public market building, Dalaguete	3,000.00
72. For the repair of public market building, Alcoy	2,000.00
73. For the extension of the Alegria Waterworks System to Barrio Matutinao, Badian	4,000.00
74. For the construction of a waterworks system from Tubod Spring to Banhigan, Badian	3,000.00
75. For the construction, reconstruction, repair, improvement and extension of the Ginatilan Waterworks System from Tinugdan Spring to the Poblacion, Ginatilan	7,000.00
76. For the construction and extension of the Waterworks System from Tuma-taob Spring to the Barrio of Bato, Samboam	5,000.00

77. For the construction and extension of the Waterworks System from Tumataob Spring to Talisay, Santander	5,000.00
78. For the construction and extension of the Oslob Waterworks System to Barrio Palominia, Oslob	7,000.00
79. For the construction of the Boljoon Waterworks System, Boljoon	15,000.00
80. For the construction of the Malabuyok-Boljoon Road (Malabuyok side), including the payment of unpaid wages of laborers who worked on this road in 1949 and 1950, Malabuyok	4,000.00
81. For the construction of the Alcantara Waterworks System, Alcantara	10,000.00
82. For the extension of the Alegria Waterworks System to Barrio Madridejos, Alegria	10,000.00
83. For the repair, improvement and extension of the Malabuyoc Waterworks System to Barrio Montañosa, Malabuyoc	10,000.00
84. For the extension of the Moalbual Waterworks System to Barrio Basdiot, Moalbual	5,000.00
85. For the construction of the Municipal Building, Moalbual	15,000.00
86. For the construction of the Población-Japitan Road, Barili	8,000.00
87. For the construction of the Balao Barrio School Building, Barili	6,000.00
88. For the construction of the Cagay Barrio School Building, Barili	6,000.00
89. For the construction and repair of barrio roads, Ronda	10,000.00
90. For the construction of a landing for small crafts, Dumanjug	15,000.00
91. For the construction of the Municipal Building, Aloguinsan	18,000.00
92. For the construction of the Pinamungajan-San Fernando Road, Pinamungajan side	12,000.00
93. For the construction of the Municipal Building, Toledo	25,000.00
94. For Public Works Projects in the Seventh District of Cebu	100,000.00

COTABATO

Buildings

1. High School Building, Cotabato	5,000.00
2. Salaman Elementary School Building, Salaman	5,000.00

Other Public Works Projects

3. For the construction of a municipal building, Dinaig	25,000.00
4. Additional for the construction of a provincial high school building, Cotabato	20,000.00
5. For the drilling and construction of an artesian well in Manding, Pikit	2,500.00
6. For the drilling and construction of an artesian well, Kabacan	2,500.00

DAVAO

Roads

- | | |
|--------------------------------------------------------------------------|----------|
| 1. Pioneer's Highway, from Km. 86-87 of
Malalag-Ibu-Balton Road | 2,000.00 |
|--------------------------------------------------------------------------|----------|

Buildings

- | | |
|---------------------------------------------|-----------|
| 2. Elementary School Building, Magugpo..... | 2,000.00 |
| 3. Elementary School Building, Digos..... | 5,000.00 |
| 4. Maternity House, City of Davao | 10,000.00 |

Other Public Works Projects

- | | |
|----------------------------------------------------------------------------------------------------------|-----------|
| 5. For the construction of a building for
school of nursing, Davao General Hos-
pital, Davao | 15,000.00 |
| 6. For the construction of Limanao-Tan-
walang (Padada) Road | 5,000.00 |
| 7. For the construction of New Bohol-New
Corella Road | 5,000.00 |
| 8. For the construction of Pagsabangan-
Saug Road | 5,000.00 |
| 9. For the construction of Babae-Penaplata
(Bamal) Road | 5,000.00 |
| 10. For the construction of the Pantukan-
Lupon-Mati Provincial Road, Pan-
tukan | 15,000.00 |

ILOCOS NORTE

Roads

- | | |
|------------------------------------|-----------|
| 1. Dingras-San Nicolas-Laoag | 10,000.00 |
|------------------------------------|-----------|

Buildings

- | | |
|-----------------------------------------|-----------|
| 2. Dingras Provincial High School | 10,000.00 |
| 3. Batac Rural High School | 10,000.00 |
| 4. Bacarra Provincial High School | 10,000.00 |

Miscellaneous

- | | |
|--------------------------------------------------------------------------------|-----------|
| 5. Laoag Waterworks, Laoag | 10,000.00 |
| 6. Concrete or rubble dike or revetment
along Provincial Road, Bacarra..... | 5,000.00 |

Other Public Works Projects

- | | |
|------------------------------------------------------------------------------|------------|
| 7. Public improvement, Batac | 20,000.00 |
| 8. Public improvement, Dingras | 15,000.00 |
| 9. Public improvement, Paoay | 10,000.00 |
| 10. Public improvement, San Nicolas | 10,000.00 |
| 11. Public improvement, Solsona | 10,000.00 |
| 12. Public improvement, Banna | 10,000.00 |
| 13. Public improvement, Pinili | 10,000.00 |
| 14. Public improvement, Badoc | 5,000.00 |
| 15. Public improvement, Currimao | 5,000.00 |
| 16. Public improvement, Nueva Era | 5,000.00 |
| 17. For Public Works Projects in the First
District of Ilocos Norte | 100,000.00 |

ILOCOS SUR

Buildings

- | | |
|--------------------------------------------------------|----------|
| 1. Central School Building, Tagudin..... | 5,000.00 |
| 2. Barrio School Building, Libtong, Ta-
gudin | 5,000.00 |

3. Barrio School Building, Sta. Cruz.....	5,000.00
4. Anсад Barrio School Building, San Esteban	2,000.00
<i>Other Public Works Projects</i>	
5. For schools, roads and other public works projects for Sinait, Ilocos Sur..	8,000.00
6. For schools, roads and other public works projects for Cabugao, Ilocos Sur	11,000.00
7. For schools, roads and other public works projects for Lapog, Ilocos Sur	8,000.00
8. For schools, roads and other public works projects for Magsingal, Ilocos Sur	11,000.00
9. For schools, roads and other public works projects for Santo Domingo, Ilocos Sur	11,000.00
10. For schools, roads and other public works projects for San Ildefonso, Ilocos Sur	4,000.00
11. For schools, roads and other public works projects for Santa Catalina, Ilocos Sur	11,000.00
12. For schools, roads and other public works projects for San Vicente, Ilocos Sur	8,000.00
13. For schools, roads and other public works projects for Bantay, Ilocos Sur	6,000.00
14. For schools, roads and other public works projects for Caoayan, Ilocos Sur	11,000.00
15. For schools, roads and other public works projects for Vigan, Ilocos Sur..	11,000.00
16. For the construction of a high school building, Candon	13,000.00
17. For the construction of an irrigation system, Santa Maria	3,000.00
18. For the construction of Nalvo School Building, Santa Maria	1,000.00
19. For the construction of Danuman-Biao Road, Santa Maria	1,000.00
20. For the construction of Tangawan School Building, Santa Maria	1,000.00
21. For the construction of Tinaan Barrio Road, Santa Maria	1,000.00
22. For the construction of Tamurong Barrio School Building, Candon	4,000.00
23. For the construction of Ayudante Barrio School Building, Candon	2,000.00
24. For the construction of North Waig Daya Road, Candon	2,000.00
25. For the construction of San Jose Barrio School Building, Santa Cruz.....	1,000.00
26. For the construction of Padawil Barrio School Building, Santa Cruz.....	500.00
27. For the construction of Amarao Barrio School Building, Santa Cruz.....	1,000.00
28. For the construction of Villahermosa Barrio School Building, Santa Cruz....	500.00

29. For the construction of Babaywan Barrio School Building, Santa Cruz.....	500.00
30. For the construction of Sevilla Barrio School Building, Santa Cruz.....	2,500.00
31. For the construction of Bimmanga Barrio School Building, Tagudin.....	2,000.00
32. For the construction of Garitan Barrio Road, Tagudin	3,000.00
33. For the repair of school buildings, Burgos	1,500.00
34. For the construction of Pagangpang Barrio School Building, Galimuyod....	2,000.00
35. For the construction of Pagangpang Barrio Road, Galimuyod	2,000.00
36. For the construction of a home economics building, Arangin Public School, Santa Lucia	2,000.00
37. For the construction of the Santa Lucia-Bauguen Road, Santa Lucia.....	5,000.00
38. For the repair of Public School buildings in municipal districts	3,500.00
39. For the construction of Mabilbila School Building, Santa	2,000.00
40. For the construction of Rancho School Building, Santa	2,000.00
41. For the construction of Luna Bridge, Burgos	5,000.00
42. For the construction of Banayoyo-Lidlidda Road	5,000.00
43. For the construction of Botol-Dan-ar Road, Santiago	5,000.00
44. For the construction of San Esteban Road (from port to barrio Apatot)....	3,000.00
45. For the construction of a public market building, Santa Lucia	5,000.00
46. For the construction of barrio roads, Candon	5,000.00
47. For the construction of Sevilla Barrio School Building, Santa Cruz.....	3,000.00
48. For the construction of San Jose-Coscconong Road, Santa Cruz	3,000.00
49. For the construction of Mambug School Building, Burgos	2,000.00
50. For the construction of Waig Daya School Building, Candon	2,000.00
51. For public works improvement, Galimuyod	1,000.00
52. For public works improvement, Bauguen	2,000.00

ILOILO

Roads

1. Dingle-San Enrique Road, via Moroboro, including Moroboro Bridge	20,000.00
2. Santa Barbara-Pavia Road, via Balabag	15,000.00
3. San Miguel-Alimodian Road	10,000.00
4. Ajuz-Sara Road, via Madarag.....	5,000.00
6. Asphaltting main street, Poblacion, Ajuy	3,000.00
5. San Luis-Sara Road	5,000.00
7. Badiangan-Poblacion Road, Janiuay.....	3,000.00

Buildings

8. Barrio School Building, Balulacao, Lucena	5,000.00
9. Woodworking and Electrical Shop Buildings, Cabatuan High School, Cabatuan	15,000.00
10. Elementary School Building, Dumangas	5,000.00

Miscellaneous

11. Tigum River Bridge Protection Works, San Miguel	10,000.00
12. Suague River Control, Janiuay	15,000.00

Other Public Works Projects

13. For the construction of a public market, Oton	30,000.00
14. For the repairs and construction of municipal streets, Oton	10,000.00
15. For the construction of a puericulture center building, Tigbauan	5,000.00
16. For the repair of municipal building, Guimbal	5,000.00
17. For the construction of wooden bridge across river to connect barrio Engore with barrio Ticud, La Paz District, Iloilo City	3,000.00
18. For improvements of the Jaro Puericulture Center, Jaro District, Iloilo City	5,000.00
19. For the construction of municipal building of the municipality of Leganes....	7,000.00
20. For improvements of the plaza of the municipality of Pavia	8,000.00
21. For the construction of a potable water system in the municipality of Jordan	10,000.00
22. For the construction of a new road connecting the barrios of Santa Thereza and Sinapsapan in the municipality of Jordan	5,000.00
23. For the construction of the municipal building of the municipality of Nueva Valencia	7,000.00
24. For the completion of the construction of the Iloilo City Stadium	50,000.00
25. For other public works projects in the Second District of Iloilo	5,000.00
26. For the completion of the San Jose Barrio School Building, San Miguel..	2,000.00
27. For the completion of the Zarraga-Lucena Road via Dawis	10,000.00
28. For the completion of the Santa Barbara-Barasan-Zarraga Road.....	10,000.00
29. For the construction of the Tigum River Control Works, Maasin	10,000.00
30. For the drilling and construction of two artesian wells, Lucena	6,000.00
31. For the drilling and construction of one artesian well, Cabatuan	3,000.00
32. For the repair of the Tiring Barrio School, Cabatuan	5,000.00
33. For the repair of the Talanghawan Barrio School, Santa Barbara	4,000.00
34. For the construction of the Lambunao-Pototan Road	20,000.00

35. For the construction of the Pototan-Lucena Road	15,000.00
36. For the improvement of the Moroboro Springs, Dingle	10,000.00
37. For the construction of the Home Economics Building, Lambunao Elementary School, Lambunao	5,000.00
38. For the repair of barrio schools in the Fourth District, Iloilo	20,000.00
39. For the repair of the municipal building, Lambunao	10,000.00
40. For the repair of the municipal building, Calinog	10,000.00
41. For the repair of the municipal building, Barotac Nuevo	10,000.00
42. For the construction of a municipal building, Balasan	50,000.00
43. For the construction of the V. M. Salcedo High School Building, Sara	10,000.00
44. For the construction of a high school building, Ajuy	10,000.00
45. For the construction of a high school building, Passi	10,000.00
46. For the construction of a barrio school building in Ajuz, Sara	5,000.00
47. For the construction of Mongalabang Barrio School Building, Concepcion	5,000.00
48. For the construction of a waterworks system, Puntaburi, Ajuy	5,000.00
49. For the construction of Nasidman Waterworks System, Ajuy	5,000.00

ISABELA

Buildings

1. Pidig Primary School Building, Pidig....	2,000.00
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Miscellaneous

2. Santiago Waterworks	5,000.00
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Other Public Works Projects

3. For the construction, repair, and improvement of public school buildings in Isabela	70,200.00
4. For the construction of the municipal building of Reina Mercedes, Isabela	10,000.00
5. For the construction, repair, and improvement of roads and/or bridges in Isabela	12,200.00
6. For aid to Irrigators' Cooperative Association irrigation projects in Isabela	7,600.00

LAGUNA

Buildings

1. School buildings, Biñan	16,000.00
2. School buildings, Calauan	2,000.00
3. Public market buildings, Siniloan	5,000.00
4. Municipal building, Paete	2,000.00

5. Home Economics Building, Los Baños..	3,000.00
6. Municipal building (Town Hall), San Pedro, Tunasan	4,000.00
7. For repair and construction of public market, San Pedro	2,500.00
8. For construction and improvement of Barrio Landayan School Building, San Pedro	1,500.00
9. For construction and improvement of San Pedro Elementary School including flagpole, San Pedro	100.00
10. For construction and improvement of Barrio de la Paz Elementary School including flagpole, Biñan	1,100.00
11. For construction and improvement of Barrio Malaban Elementary School including flagpole, Biñan.....	1,100.00
12. For construction and improvement of Central Elementary School including flagpole, Biñan	1,100.00
13. For construction and improvement of Barrio Balibago Elementary School including flagpole, Sta. Rosa	500.00
14. For construction and improvement of Barrio Dita Elementary School including flagpole, Sta. Rosa, Laguna....	500.00
15. For construction and improvement of Barrio Sinalhan Elementary School including flagpole, Sta. Rosa	700.00
16. For construction of Barrio Caingin Elementary School including flagpole, Sta. Rosa	2,000.00
17. For construction and improvement of Central Elementary School including flagpole, Sta. Rosa	700.00
18. For construction and improvement of Barrio Gulod Elementary School including flagpole, Cabuyao	600.00
19. For construction and improvement of Barrio Marinig Elementary School including flagpole, Cabuyao	600.00
20. For construction and improvement of Barrio Mamatid Elementary School including flagpole, Cabuyao	600.00
21. For construction and improvement of Barrio Pulo Elementary School including flagpole, Cabuyao	600.00
22. For construction and improvement of Cabuyao Home Economics including flagpole, Cabuyao	600.00
23. For construction and improvement of Palo Alto Elementary School including flagpole, Calamba, Laguna	600.00
24. For construction and improvement of Barrio Look Elementary School including flagpole, Calamba, Laguna....	600.00
25. For construction and improvement of Barrio Linga Elementary School including flagpole, Calamba, Laguna....	600.00

26. For construction and improvement of Barrio Pansol Elementary School including flagpole, Calamba, Laguna.....	600.00
27. For construction and improvement of Laguerta Elementary School including flagpole, Calamba, Laguna.....	600.00
28. For construction of traffic stand Calamba, Laguna	500.00
29. For repair or construction or acquisition of additional rooms including flagpole of Lopez Elementary School, Los Baños, Laguna	1,100.00
30. For repair or construction of Los Baños Elementary School including flagpole, Los Baños, Laguna	600.00
31. For construction or repair or acquisition of additional rooms of Barrio Bayog Elementary School including flagpole, Los Baños, Laguna.....	1,100.00
32. For construction and improvement of Barrio Mayondon Elementary School including flagpole, Los Baños, Laguna	600.00
33. For construction and acquisition of school site of Barrio Maahas Elementary School, including flagpole, Los Baños	1,100.00
34. For construction and improvement of Barrio Tranka Elementary School including flagpole, Bay, Laguna.....	600.00
35. For construction and improvement of Central Elementary School including flagpole, Bay, Laguna.....	600.00
36. For construction and improvement of Barrio San Antonio Elementary School including flagpole, Bay, Laguna	600.00
37. For construction and improvement of San Isidro Elementary School including flagpole, Bay, Laguna	600.00
38. For construction and improvement of Barrio Bitin Elementary School including flagpole, Bay, Laguna.....	600.00
39. For construction and improvement of Barrio Dayap Elementary School including flagpole, Calauan, Laguna	600.00
40. For construction and improvement of Barrio Mabacan Elementary School including flagpole, Calauan, Laguna	600.00
41. For construction and improvement of Barrio Masiit Elementary School and acquisition of school site, Calauan	1,000.00
42. For acquisition and construction of Imok Barrio School, including flagpole, Calauan, Laguna.....	1,000.00
43. For construction and improvement of Central Elementary School, Calauan	600.00
44. For construction and improvement of Barrio Linga Elementary School including flagpole, Pila, Laguna.....	1,100.00
45. For construction and improvement of Central Elementary School including flagpole, Pila, Laguna.....	1,100.00

46. For construction and improvement of Barrio Pinagbayanan Elementary School including flagpole, Pila, Laguna	1,100.00
47. For construction and improvement of Banca-Banca Elementary School, including flagpole, Victoria, Laguna.....	500.00
48. For repair and construction of Barrio San Benito Elementary School, including flagpole, Victoria, Laguna.....	400.00
49. For reconstruction and improvement of Barrio San Francisco Elementary School including flagpole, Victoria, Laguna	500.00
50. For construction and improvement of Barrio San Roque Elementary School including flagpole, Victoria, Laguna	500.00
51. For construction and improvement of Barrio Nanhaya Elementary School including flagpole, Victoria, Laguna	500.00
52. For construction and improvement of Barrio San Benito Elementary School including flagpole, Alaminos.....	500.00
53. For construction and improvement of Barrio San Agustin Elementary School including flagpole, Alaminos	500.00
54. For construction and improvement of Barrio Del Carmen Elementary School including flagpole, Alaminos	500.00
55. For construction and improvement of Barrio San Gregorio Elementary School including flagpole, Alaminos.....	750.00
56. For construction and improvement of Barrio Sta. Rosa Elementary School including flagpole, Alaminos.....	750.00
57. For construction and improvement of Barrio San Roque Elementary School including flagpole, Alaminos	800.00
58. For construction and improvement of San Miguel Elementary School including flagpole, Alaminos	800.00
59. For construction and improvement of Barrio San Ildefonso Elementary School including flagpole, Alaminos	500.00
60. For construction and improvement of Barrio San Andres Elementary School including flagpole, Alaminos	500.00
61. For the construction and improvement of San Marcos Elementary School including flagpole, San Pablo City	1,100.00
62. For construction and improvement of Barrio Santa Elena Elementary School including flagpole, City of San Pablo	900.00
63. For construction and improvement of Barrio Santisimo Rosario Elementary School including Home Economics Building, San Pablo City	800.00
64. For construction and improvement of Barrio San Crispin Elementary School including flagpole, City of San Pablo	300.00

65. For construction and improvement of Barrio Santo Angel Elementary School including flagpole, City of San Pablo	300.00
66. For construction and improvement of Barrio Balintawak Elementary School including flagpole, City of San Pablo..	300.00
67. For construction and improvement of Barrio San Francisco or South Central Elementary School including flagpole, City of San Pablo	300.00
68. For construction and improvement of Fule Elementary School including flagpole, City of San Pablo	300.00
69. For construction and improvement of Barrio Santa Monica Elementary School including flagpole, City of San Pablo	300.00
70. For construction and improvement of Santiago Elementary School including flagpole, City of San Pablo	300.00
71. For construction and improvement of Barrio Botocan Elementary School including flagpole, City of San Pablo....	300.00
72. For construction and improvement of Barrio Malinaw Elementary School including flagpole, City of San Pablo	300.00
73. For construction and improvement of Brion Elementary School, including flagpole, City of San Pablo	300.00
74. For construction and improvement of Barrio Santa Catalina Elementary School including flagpole, City of San Pablo	300.00
75. For construction and improvement of Barrio San Cristobal Elementary School including flagpole, City of San Pablo	300.00
76. For construction and improvement of Barrio Santa Maria Elementary School including flagpole, City of San Pablo	300.00
77. For construction and improvement of Barrio Santa Filomena Elementary School including flagpole, City of San Pablo	300.00
78. For construction and improvement of Barrio San Juan Elementary School including flagpole, City of San Pablo	300.00
79. For construction and improvement of Barrio San Isidro Elementary School including flagpole, City of San Pablo	300.00
80. For construction and improvement of Barrio San Antonio Elementary School including flagpole, City of San Pablo	300.00
81. For construction and improvement of Barrio Santa Ana Elementary School including flagpole, City of San Pablo..	300.00

82. For construction and improvement of Guerrilla Elementary School including flagpole, City of San Pablo	300.00
83. For construction and improvement of Barrio Santa Cruz Elementary School including flagpole, City of San Pablo..	300.00
84. For construction and improvement of Barrio San Ignacio Elementary School including flagpole, City of San Pablo..	300.00

Other Public Works Projects

85. For the construction of a town plaza, Lumban	2,000.00
86. For the repair of the Lumban Central Elementary School Building, Lumban	500.00
87. For the repair of the town hall, Lumban	700.00
88. For the repair of San Juan Elementary School Building, Longos	600.00
89. For the repair of Longos Elementary School Building, Longos	500.00
90. For the completion of the San Antonio Elementary School Building, Longos..	1,000.00
91. For the completion of the town hall, Paete	4,000.00
92. For the construction of a home economics building at Banilan, Pakil.....	1,500.00
93. For the repair of Central Elementary School Building, Pakil	500.00
94. For the repair of Central Home Economics Building, Pakil	500.00
95. For the repair of Mabato Barrio School Building, Pangil	600.00
96. For the repair of the Elementary School Building, Pangil	400.00
97. For the repair of the town hall, Pangil	1,600.00
98. For the repair and painting of Central Home Economics Building, Siniloan....	500.00
99. For the repair of Siniloan Bridge, Siniloan	1,000.00
100. For the purchase of a school site at Barrio Bukay, Siniloan	1,000.00
101. For the repair of Central Elementary School Building, Famy	500.00
102. For the repair of the town hall, Famy	1,600.00
103. For the repair of the town hall, Mabitac	800.00
104. For the repair of the Elementary School Building, Mabitac	400.00
105. For the construction of Nanguma Elementary School Building, Mabitac....	1,400.00
106. For the repair of Mayranama Bridge, Mabitac	500.00
107. For the construction of Hukay-Kawa Bridge, Santa Maria	1,000.00
108. For the repair of Curolan Barrio School Building, Santa Maria	400.00
109. For the cementing of the Santa Maria Elementary School, Santa Maria.....	400.00
110. For the fencing of the Elementary School, Santa Maria	500.00

111. For the purchase of a school site at Barrio Biñan, Pagsanjan	1,000.00
112. For the repair of the Elementary School Building, Pagsanjan	500.00
113. For the repair of the Elementary School Building, Cavinte	1,100.00
114. For the repair of Paowin Primary School Building, Cavinte	200.00
115. For the repair of Bukal Primary School Building, Cavinte	200.00
116. For the repair of Anglas Primary School Building, Cavinte	200.00
117. For the repair of Bulajo Primary School Building, Cavinte	200.00
118. For the repair of Inao-an Primary School Building, Cavinte	200.00
119. For the repair of Layug Primary School Building, Cavinte	200.00
120. For the repair of the Elementary School Building, Luisiana	300.00
121. For the repair of De La Paz Primary School Building, Luisiana	700.00
122. For the repair of San Buenaventura Primary School Building, Luisiana	300.00
123. For the repair of San Rafael Primary School Building, Luisiana	300.00
124. For the repair of San Pedro Primary School Building, Luisiana	300.00
125. For the repair of Central Elementary School Building, Majayjay	800.00
126. For the repair of Bakia Elementary School Building, Majayjay	300.00
127. For the repair of Gapalot Primary School Building, Majayjay	300.00
128. For the repair of Suba Primary School Building, Majayjay	300.00
129. For the repair of Tanawan Primary School Building, Majayjay	300.00
130. For the repair of Magdalena Water-works System, Magdalena	1,200.00
131. For the repair of Central Elementary School Building, Magdalena	500.00
132. For the repair of Nayon Elementary School Building, Lilio	400.00
133. For the repair of Calumpang Elementary School Building, Lilio	400.00
134. For the repair of Central Elementary School Building, Lilio	400.00
135. For the repair of Plaridel Elementary School Building, Nagcarlan	400.00
136. For the repair of Santa Lucia Elementary School Building, Nagcarlan	400.00
137. For the repair of Central Elementary School Building, Nagcarlan	400.00
138. For the completion of the town hall, Rizal	2,000.00
139. For the construction of Pagsawitan Primary School Building, Santa Cruz	4,000.00
140. For the construction of Bagumbayan Home Economics Building, Santa Cruz	2,000.00

141. For the construction of additional rooms, Santisima Cruz Primary School, Santa Cruz	4,000.00
142. For the completion of Duhat Primary School Building, Santa Cruz	400.00
143. For the repair of Bubucal Primary School Building, Santa Cruz	400.00
144. For the initial construction of the Santa Cruz Irrigation System, Santa Cruz	20,000.00
145. For the repair of Central Elementary School Building, Santa Cruz	900.00
146. For the repair of Bubukal Elementary School Building, Santa Cruz	300.00
147. For the repair and construction of the Saint Joseph Barrio School Building, Santa Cruz	1,000.00
148. For the repair of Duhat Elementary School Building, Santa Cruz	300.00
149. For the completion of Gatid Home Economics Building, Santa Cruz	600.00
150. For the repair of Trade School Building, Laguna High School, Santa Cruz	3,000.00
151. For the fencing of the Central Elementary School, Pagsanjan	700.00
152. For the construction of the town plaza, Lumban	2,000.00
153. For the repair of Longos waterworks System, Longos	1,000.00
154. For the repair and construction of the town plaza, Paete	5,000.00
155. For the repair and painting of the home economics building, Paete	2,000.00
156. For the drilling and construction of artesian wells at Barrio Cagulusan, Pakil	2,000.00
157. For the repair of Isla Bridge, Pangil	1,400.00
158. For the construction of Siniloan Bridge, Siniloan	1,000.00
159. For the drilling and construction of artesian wells, Mabitac	1,400.00
160. For the repair of the waterworks system, Santa Maria	1,500.00
161. For the construction of the town hall, Famy	1,000.00
162. For the repair and improvement of the elementary school building, Cavinte	1,000.00
163. For the repair of the elementary school building, Luisiana	700.00
164. For the repair of the elementary school building, Majayjay	700.00
165. For the repair of the waterworks system, Magdalena	1,000.00
166. For the repair of the elementary school building, Lilio	700.00
167. For the construction of San Diego Bridge, Nagcarlan	1,000.00
168. For the repair and painting of the elementary school building, Rizal	800.00

LANAO

Buildings

- | | |
|------------------------------------------------------|-----------|
| 1. High School Building, Baroy | 5,000.00 |
| 2. Iligan High School Building, City of Iligan | 12,000.00 |

Miscellaneous

- | | |
|----------------------------------------------|-----------|
| 3. Municipal public works, Kolambugan..... | 10,000.00 |
| 4. Municipal public works, Tubod..... | 10,000.00 |
| 5. Municipal public works, Baroy | 9,000.00 |
| 6. Municipal public works, Lala | 9,000.00 |
| 7. Municipal public works, Kapatagan | 9,000.00 |
| 8. Municipal public works, Baloi..... | 10,000.00 |
| 9. City public works, City of Iligan..... | 10,000.00 |
| 10. City public works, City of Dansalan..... | 10,000.00 |

Other Public Works Projects

- | | |
|--------------------------------------------------------------------------------------|-----------|
| 11. For the drilling and construction of an artesian well in Lumbac, Ganassi..... | 10,000.00 |
| 12. For the drilling and construction of an artesian well in Itil, Malabang..... | 3,000.00 |
| 13. For the drilling and construction of an artesian well in Bacong, Marantao.... | 4,000.00 |
| 14. For the drilling and construction of an artesian well in Kawayan, Marantao | 5,000.00 |
| 15. For the drilling and construction of an artesian well in Inodaran, Marantao.. | 5,000.00 |
| 16. For the construction of Bacolod Grande Barrio Road, Ganassi | 3,000.00 |
| 17. For the construction of Itil Elementary School Building, Malabang | 15,000.00 |
| 18. For the construction of Purog Barrio Road, Malabang | 5,000.00 |
| 19. For the construction of a municipal building, Kapatagan | 15,000.00 |
| 20. For the construction of Lanao West High School Building, Baroy..... | 10,000.00 |
| 21. For the construction of Tubaran barrio road, Municipal District of Tubaran | 10,000.00 |
| 22. For the repair of the Iligan Elementary School Building, Iligan | 8,000.00 |
| 23. For the drilling and construction of an artesian well in Salipongan, Watu | 7,000.00 |

LA UNION

Roads

- | | |
|------------------------------------------------------------------------------------------------|----------|
| 1. Nadsaag Elementary School Road, from Junction with San Juan-San Gabriel Road, Nadsaag | 3,000.00 |
| 2. Nalvo-Sur Road, Luna | 3,000.00 |

Buildings

- | | |
|-------------------------------------------|----------|
| 3. Central School Building, Sudipen | 5,000.00 |
|-------------------------------------------|----------|

Miscellaneous

- | | |
|---------------------------------------------|-----------|
| 4. Agsit Irrigation Project, San Juan | 20,000.00 |
|---------------------------------------------|-----------|

Other Public Works Projects

5. For the construction of the Nadsaag-Calabugao barrio road, connecting the Nadsaag School with that of Calabugao School, San Juan	4,000.00
6. For the repair and construction of the Cabaroan Nagbuyubuyuhan barrio road, San Juan	4,000.00
7. For the repair of the Poblacion-Bucao barrio road, San Gabriel	3,000.00
8. For the repair of the Bucao-Buga barrio road, San Gabriel	500.00
9. For the repair of the Lubing barrio road, San Juan	1,000.00
10. For the repair of the Lingsat-Dalumpinas barrio road, San Fernando	1,500.00
11. For the repair of the Burgos-Lubrin Heights Road, San Fernando	1,000.00
12. For the repair of the Carcarmay-Dumarang Barrio Road, Bacnotan	2,000.00
13. For the repair of the Bitalag municipal road, Bacnotan	1,000.00
14. For the construction of a road connecting the Barrios Sinapañgan Luzong-Rising, Bangar	3,000.00
15. For the repair and construction of additional room for the Poro Barrio School, San Fernando	1,000.00
16. For the repair and construction of additional room for the Pugudpud Barrio School, San Fernando	1,000.00
17. For the repair and construction of additional room for the Calabugao-Puspus School, San Fernando	1,000.00
18. For the repair and construction of additional room for the Sacyud Barrio School, San Fernando	1,000.00
19. For the repair and construction of additional room for the Barawas Barrio School, San Fernando	1,000.00
20. For the repair and construction of additional room for the Cadaclan Barrio School, San Fernando	1,000.00
21. For the repair and construction of additional room for the Mamiltac Barrio School, San Fernando	1,000.00
22. For the repair and construction of additional room for the Tanguigan Barrio School, San Fernando	1,000.00
23. For the repair and construction of additional room for the Banbañgolan Barrio School, San Fernando	1,000.00
24. For the repair and construction of additional room for the Dallañgayan Barrio School, San Fernando	1,000.00
25. For the repair and construction of additional room for the Bancusay Barrio School, San Fernando	1,000.00

26. For the acquisition of school site and construction of a building at Canaoay (Barrio) San Fernando	2,000.00
27. For the repair and construction of additional room for the Santa Rosa Elementary School, San Juan	1,000.00
28. For the repair and construction of additional room for the Dasay Barrio School, San Juan	1,000.00
29. For the repair and construction of additional room for the Lubing Barrio School, San Juan	1,000.00
30. For the repair and construction of additional room for the Nañgalisan Barrio School, Bacnotan	1,000.00
31. For the repair and construction of additional room for the Paraoir Barrio School, Balaoan	1,000.00
32. For the repair and construction of additional room for the Carcarmay Barrio School, Bacnotan	1,000.00
33. For the repair and construction of additional room for the Maria Cristina School, Luna	1,000.00
34. For the construction of Home Economics and Shop Building, for the Oaqui Elementary School, Luna	2,000.00
35. For the construction of Shop Building for the Cantoria Elementary School, Luna	1,000.00
36. For the construction of Home Economics and Shop Building for the Nalvo Sur Barrio School, Luna	1,000.00
37. For the repair and construction of additional room for the Paratang Elementary School, Luna	1,000.00
38. For the repair and construction of additional room for the Central School, Santol	1,000.00
39. For the repair and construction of additional room for the Cadapli Barrio School, Bangar	1,000.00
40. For the repair of the Paagan Irrigation System, Santol	1,000.00
41. For the repair of the Guibong Irrigation System, Santol	1,000.00
42. For the construction of a water reservoir, Agoo	5,000.00
43. For the construction of a road from the National Road at a point 150 meters, more or less, south of the Plaza to the Railroad, Agoo	1,500.00
44. For the construction of a road from the east side of the market southward to the new road described in Item Six (6), Agoo	1,000.00
45. For the completion of the Payas Irrigation Project, Agoo	500.00
46. For the completion of the Cubal Irrigation Project, Agoo	500.00

47. For the acquisition of a school site for the San Benito Barrio School, Aringay	500.00
48. For the repair or construction of a school building or acquisition of additional school site for the Santa Lucia Barrio School, Aringay	1,000.00
49. For the acquisition of a school site or repair or construction of a school building for Alaska Barrio School, Aringay	1,000.00
50. For the repair or construction of an additional building for the Santo Rosario Barrio School, Aringay	1,000.00
51. For the construction or repair of a school building or acquisition of a school site for the Dolao Barrio School, Aringay	500.00
52. For the construction of the Palintucang Irrigation System, Bauang	1,500.00
53. For the completion of the Palintucang Barrio School Building, Bauang	1,500.00
54. For the repair or construction of a school building or acquisition of an additional school site for the Parian Este Barrio School, Bauang	1,500.00
55. For the acquisition of an additional school site or repair or construction of a school building for the San Agustin Barrio School, Bauang	1,000.00
56. For the acquisition of a school site or repair or construction of a school building for the Buyutan Barrio School, Bauang	1,500.00
57. For the completion of the Municipal Building, Burgos	1,000.00
58. For the completion of the Bagulin Road, Bagulin	1,500.00
59. For the extension of the Pacio's Land Road from the bridge toward the seashore, Caba	2,000.00
60. For the repair of the school building at Urayong, Caba	1,000.00
61. For the repair of the San Gregorio Barrio School Building or acquisition of an additional site, Caba	1,500.00
62. For the extension of the San Jose Road, Caba	1,500.00
63. For the construction of the Guesset-Alalinao-Balebec-Magongonay Road toward San Jose, Naguilian	2,000.00
64. For the completion of the Alalinao Irrigation Project, Naguilian	1,000.00
65. For the completion of the Nagsidorisan Irrigation Project, Naguilian	1,000.00
66. For the repair of the Saytan Barrio School Building, Pugo	1,000.00
67. For the repair or construction of the Cuenca Barrio School Building or acquisition of an additional site, Pugo....	1,500.00

68. For the construction of the Linangoyan-Parasapas Road, Rosario	1,500.00
69. For the construction of the Johnlo Road, Rosario	1,000.00
70. For the repair or construction of a school building or acquisition of an additional site for the Bani Barrio School, Rosario	1,500.00
71. For the completion of the Lomboy-Pongpong Road, Santo Tomas	1,000.00
72. For the repair of the Cupang Barrio School Building, Santo Tomas	1,000.00
73. For the repair of the Cabaruan Barrio School Building, Santo Tomas	1,000.00
74. For the construction of a dam north of Barrio Narvacan, Santo Tomas	1,500.00
75. For the construction of the Mallapay Pong-pong Road, Tubao	2,000.00
76. For the completion of the Leones Road, Tubao	1,500.00
77. For the construction of the Pideg-Parasapas Road, Tubao	2,000.00
78. For the construction of the Rizal Irrigation System No. 1 (Ongib), Tubao	1,500.00
79. For the construction of Macalva Conservation Dam, Matanobong Conservation Dam, Bacsil Conservation Dam, Bocanag Conservation Dam, Agoo.....	4,000.00
80. For the construction of the San Vicente Irrigation Dam, Agoo	2,000.00
81. For the construction or repair of the Dolao Barrio School Building, Aringay	1,500.00
82. For the construction or repair of the Alaska Barrio School Building, Aringay	1,000.00
83. For the repair or construction of the Santo Rosario Road, Aringay	1,500.00
84. For the completion of the Palintucang Barrio School Building, Bauang	1,000.00
85. For the acquisition of School Site or construction of School Building, Limansaingan	2,000.00
86. For the construction of the Parian Este Barrio School Building, Bauang	1,500.00
87. For the repair of the Pottot Irrigation Dam, Bauang	1,500.00
88. For the construction of the Municipal Building, Burgos	1,000.00
89. For the construction of Paratong Barrio School, Agoo	1,500.00
90. For the extension of the San Jose Road toward Naguilian, Caba	3,000.00
91. For the repair of the San Jose Barrio School Building, Caba	1,000.00
92. For the construction of Pacio's Land Road, Caba	1,000.00
93. For the construction of the Guesset-Alaliniao-Balebec-Magongonay Road going toward Caba, Naguilian	2,000.00

94. For the repair of the Mamat-ing Barrio School Building, Naguilian	1,500.00
95. For the construction of the Ambalete-San Luis Road, Pugo	2,000.00
96. For the construction of the Linangoyan-Parasapas Road, Rosario	1,500.00
97. For the repair or construction of the Bani Barrio School Building, Rosario	2,000.00
98. For the construction of the Lomboy-Pong-pong-Mallapoy Road, Santo Tomas, Tubao	8,000.00
99. For the repair of the Cupang Barrio School Building, Santo Tomas	1,000.00
100. For the repair of the Cabaruan Barrio School Building, Santo Tomas	1,000.00
101. For the repair of the Damortis Barrio School Building, Santo Tomas	1,500.00
102. For the construction of the Rizal Irrigation System No. 2, Tubao	1,500.00
103. For the improvement of the Santa Teresa Road, Tubao	1,500.00
104. For the construction of the Pideg Road going toward Parasapas, Tubao	1,500.00
105. For the construction of the Mallapay-Pong-pong Road, Tubao	1,500.00

LEYTE

Buildings

1. High School Building, Villaba.....	7,000.00
2. Cabuynan Elementary School Building, Tanauan	2,000.00
3. Public Market Buildings, Palo	1,000.00
4. High School Auditorium Building, Hilongos	5,000.00
5. Elementary School Building, Bato.....	5,000.00
6. Proteccion Barrio School Building, Hilongos	5,000.00
7. High School Building, Biliran.....	5,000.00
8. Barrio School Building, Canhidoc, Palo	3,000.00

Other Public Works Projects

9. For the repair, construction and reconstruction of Binalayan-Maripipi (poblacion)-Danao Road	10,000.00
10. For the repair, construction and reconstruction of Caibiran (poblacion) Talibong Road	10,000.00
11. For the repair, construction and reconstruction of Leyte (poblacion)-Belen Road	10,000.00
12. For the repair, construction and reconstruction of Kawayan (poblacion)-Almeria Road	5,000.00
13. For the repair, construction and reconstruction of Calubian-San Isidro Road	8,000.00
14. For the repair, construction and reconstruction of Merida (poblacion)-Puerto Bello Road	5,000.00

15. For the purchase of a site for the Maripipi Junior High School, Maripipi	2,000.00
16. For the construction of Kananga-Rizal Vecinal Road, Kananga	4,000.00
17. For the construction of Kananga Municipal Hall, Kananga	4,000.00
18. For the construction of municipal streets, Kananga	2,000.00
19. For the construction of Mabini Vecinal Road, Ormoc	4,000.00
20. For the drilling and construction of artesian wells, Ormoc	4,000.00
21. For the construction of Salvacion vecinal roads, Ormoc	2,000.00
22. For the asphaltting of municipal streets, Albueria	4,000.00
23. For the construction and completion of barrio schools, Albueria	6,000.00
24. For the construction of Maslog Barrio School Building, Baybay	1,500.00
25. For the construction of Punpunan Barrio School Building, Baybay	1,500.00
26. For the construction of Ombacan Barrio School Building, Baybay	1,500.00
27. For the construction of Matamis Barrio School Building, Baybay	1,500.00
28. For the construction of Villa Solidaridad Barrio School Building, Baybay	1,500.00
29. For the construction of Bunga Barrio School Building, Baybay	1,500.00
30. For the construction of Palhi Barrio School Building, Baybay	1,500.00
31. For the construction of Gubang Barrio School Building, Baybay	1,500.00
32. For the construction of Kilim Barrio School Building, Baybay	1,500.00
33. For the construction of Plaridel Barrio School Building, Baybay	1,500.00
34. For the asphaltting of Caridad Barrio Road, Baybay	2,000.00
35. For the improvement of municipal streets, Baybay	3,000.00
36. For the construction of Tahod Barrio School Building, Inopacan	1,500.00
37. For the construction of Conalong Barrio School Building, Inopacan	1,500.00
38. For the construction of Esperanza Barrio School Building, Inopacan	2,000.00
39. For the construction of Marao Barrio School Building, Inopacan	1,500.00
40. For the construction of Cabulisan Barrio School Building, Inopacan	2,000.00
41. For the construction of Macagoco Barrio School Building, Inopacan	1,500.00
42. For the completion of schools started last year, Hindang	8,000.00

43. For the drilling and construction of artesian wells, Hindang	2,000.00
44. For the completion and improvement of town plaza, Hilongos	4,000.00
45. For the completion of Puericulture Center Building, Hilongos	3,000.00
46. For the completion of waterworks system, Hilongos	3,000.00
47. For the purchase of pipes and drilling and construction of artesian wells, Bato	8,000.00
48. For the construction of Tabonok Vecinal Road, Bato	2,000.00
49. For the repair of municipal building, Matalom	3,000.00
50. For the repair of intermediate school building, Matalom	5,000.00
51. For the construction of Alinsug Barrio School Building, Matalom	1,000.00
52. For the construction of Calumpang Barrio School Building, Matalom	1,000.00
53. For the construction of the Municipal Building, Pintuyan	14,000.00
54. For the construction of the Estela Barrio School Building, Liloan	8,000.00
55. For the construction of the Public Market, Liloan	4,000.00
56. For the drilling and construction of an artesian well at Molopolo, Liloan	1,000.00
57. For the drilling and construction of an artesian well at Calian, Liloan	1,000.00
58. For the drilling and construction of an artesian well at Anilao, Liloan	1,000.00
59. For the drilling and construction of an artesian well at Ilag, Liloan	1,000.00
60. For the construction of the San Isidro waterworks system, Malitbog	5,000.00
61. For the construction of the San Ricardo Barrio School Building, Pintuyan	10,000.00
62. For the construction of the Bobon Barrio School Building, Cabalian	4,000.00
63. For the construction of the Tigbao Barrio School Building, Libagon	4,000.00
64. For the construction of the High School Building, Cabalian	10,000.00
65. For the construction of the Batuan Barrio School Building, Maasin	3,000.00
66. For the construction of the Hinapo Barrio School Building, Maasin	4,000.00
67. For the construction of the Banday Waterworks System, Malitbog	4,000.00
68. For the construction of the Paco Barrio School Building, Bontoc	4,000.00
69. For the construction of the Laboon Barrio School Building, Maasin	4,000.00
70. For the construction of the San Francisco Barrio School Building, Liloan	8,000.00
71. For the construction of the Waterworks System, Malitbog	5,000.00

72. For the construction of the Amparo Waterworks System, Macrohon	5,000.00
73. For the extension of the waterworks system from the poblacion to barrio Anibong, Tacloban	10,000.00
74. For the repair of barrio schools and construction of vecinal roads, Palo.....	5,000.00
75. For the construction of Calogcog and Limbuan Barrio School Buildings, Tanauan	2,000.00
76. For the construction of Kiling and San Victor Barrio School Buildings, Tanauan	2,000.00
77. For the construction of Beslig and Cabuynan Barrio School Buildings, Tanauan	1,000.00
78. For the construction of Tanghas Barrio School Building, Tolosa	2,000.00
79. For the construction of San Vicente Barrio School Building, Tolosa	1,500.00
80. For the construction of Capangihan Barrio School Building, Tolosa	1,500.00
81. For the construction of Andres Bonifacio Barrio School Building, Dulag	2,000.00
82. For the construction of vecinal roads, Dulag	3,000.00
83. For the construction of Matagnao Barrio School Building, Abuyog	1,500.00
84. For the construction of Malaguicay Barrio School Building, Abuyog	1,500.00
85. For the construction of Calzada Barrio School Building, Abuyog	1,000.00
86. For the purchase of water pipes for the Hilusig Water Supply System, Abuyog	1,000.00
87. For the construction of a Puericulture Center Building, San Miguel	5,000.00
88. For the construction of vecinal roads, Babatngon	5,000.00
89. For the construction of a public school building, MacArthur	2,500.00
90. For the construction of a public school building, Santa Fe	2,500.00
91. For aids in the construction, reconstruction or repair of public school buildings in the Fifth District of Leyte....	70,000.00
92. For the drilling and construction of artesian wells in same district	20,000.00
93. For the construction of other public buildings	10,000.00

MANILA

Buildings

1. E. Rodriguez Vocational School	10,000.00
2. Forbes Health Center Building, including purchase of equipment	8,000.00

Other Public Works Projects

3. For the rehabilitation and improvement of existing playgrounds, the establishment of new ones and the purchase of

equipment for such playgrounds in the First District of Manila	20,000.00
4. For the construction of a Puericulture Center in the First District of Manila	30,000.00
5. For the asphaltting of Alvarez Street from Rizal Avenue to Quezon Boulevard, including the construction of curbs and gutters needed therein, City of Manila	13,000.00
6. For the asphaltting of Mayhaligue Street from Rizal Avenue to P. Guevarra Street, including the construction of curbs and gutters needed therein, City of Manila	10,000.00
7. For the asphaltting of Quiricada Street from Rizal Avenue to Quezon Boulevard, including the construction of curbs and gutters needed therein, City of Manila	13,000.00
8. For the asphaltting of Requesens Street from Rizal Avenue to Quezon Boulevard, including the construction of curbs and gutters needed therein, City of Manila	14,000.00
9. For the asphaltting of Cataluña Street from España to Dapitan	25,000.00
10. For the asphaltting of P. Campa Street from España to Dapitan	15,000.00
11. For the asphaltting of P. Noval Street from España to Dapitan	10,000.00
12. For public works projects in the Fourth District, Manila	100,000.00

MARINDUQUE

Public Works Projects

1. For the construction of a concrete dike in the Mansabang-Buliasnin Communal Irrigation System, Boac	10,000.00
2. For the construction of Balanacan Barrio School Building, Mogpog	10,000.00
3. For the construction of the Bantad-Sawi Road, Boac	20,000.00
4. For the construction of Bambang Barrio School Building, Gasan	10,000.00

MASBATE

Public Works Projects

1. For the completion of the San Jacinto-Ago Road, San Jacinto	20,000.00
2. For the completion of the Aroroy-Baleno Road	10,000.00
3. For the completion of the Crossing Road (Aroroy) to Mandaon	10,000.00
4. For the construction of the Municipal Building, Balud	5,000.00
5. For the construction of a road (crossing) from poblacion to Lanang, Aroroy	3,000.00
6. For the completion of the crossing (road) to Famosa, San Jacinto	2,000.00

7. For the purchase of a market site, San Jacinto	20,000.00
8. For the construction of the High School Building, San Fernando	10,000.00
9. For the construction of the Mandaon-Balud Road	5,000.00
10. For the construction of the Ago-MacArthur Road, San Jacinto	10,000.00
11. For the construction of the Mabini-Bagahanglad Road, San Jacinto	2,000.00
12. For the completion of the Beach Resort, Masbate	3,000.00

MINDORO

Roads

1. Nawan-Sablayan Road	10,000.00
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Buildings

2. Maligaya Elementary School Building, Pinamalayan	3,000.00
3. Malusac Barrio School Building, Pinamalayan	3,000.00
4. Home Economics Building, Baco Central School, Calabugao	6,000.00
5. Shop Building, Baco Central School, Calabugao	5,000.00

Other Public Works Projects

6. For other public works projects in Oriental Mindoro and Occidental Mindoro	100,000.00
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MOUNTAIN PROVINCE

Public Works Projects

1. For the asphaltting of Lubuagan city road, Kalinga	30,000.00
2. For the construction of a public market, Lubuagan	15,000.00
3. For the construction of an additional public hospital building, Lubuagan....	5,000.00
4. For the construction of Bulanao waterworks system, Tabuk	12,000.00
5. For the construction of Guina-ang Irrigation System, Lubuagan	5,000.00
6. For the installation of a telephone line from Lubuagan to Pinukpuk, Kalinga	3,000.00
7. For the installation of a Talubin-Natonin Telephone Line, Bontoc	3,000.00
8. For the construction of Lubuagan-Viga Valley Trail via Taluctoc, Tanudan....	14,000.00
9. For the construction of Baguang-Sadanga road, Bontoc	5,000.00
10. For the installation of Lubuagan-Tanudan Telephone Line, Kalinga	2,000.00
11. For the completion of Gawa-an Foot Bridge, Balbalan	3,000.00
12. For the completion of Supac Foot Bridge, Balbalan	3,000.00

13. For the construction of an elementary school building at Daklan, Bokod, Benguet	25,000.00
14. For the construction of Labueg Primary School Building at Longboy, Kapangan, Benguet	10,000.00
15. For the construction of a suspension foot bridge across Bued River at Tubaan, Tuba, Benguet	5,000.00
16. For the construction of a temporary municipal building, Sablan, Benguet.....	5,000.00
17. For the construction of a waterworks system at Acop's Place, Tublay, Benguet	5,000.00
18. For the construction of the municipal building, Tuba, Benguet	10,000.00
19. For the construction of the municipal building, Atok, Benguet	10,000.00
20. For the construction of the municipal building, Bokod, Benguet	10,000.00
21. For the repair, reconstruction and painting of the municipal building, Itogon, Benguet	10,000.00
22. For the repair and painting of the municipal building, Kapanga, Benguet....	5,000.00
23. For the repair and painting of the municipal building, Kabayan, Benguet....	3,000.00
24. For the repair and painting of the municipal building, Kibungan, Benguet	2,000.00
25. For the completion of Banaue-Mayoyao road	30,000.00
26. For the construction of a motor vehicle road from the Kiangnan poblacion to the Kiangnan Hospital, Kiangnan.....	6,000.00
27. For the construction of the Jaliap-Laweg-Payawan Irrigation System, Kiangnan	14,000.00
28. For the construction of Lagawe Central School Building, Lagawe	20,000.00
29. For the construction of Banga-an Irrigation System, Banaue	3,000.00
30. For the completion of the Awan-Iguid Gohang Irrigation System	7,000.00
31. For the construction of a foot bridge at Guinsadan, Bauko	6,000.00
32. For the completion of the Guinsadan waterworks system, Bauko	6,000.00
33. For the construction of the Banao Irrigation System, Bauko	8,000.00

NUEVA ECIJA

Roads

1. Agbanawag Cabucbucan road, Rizal	3,000.00
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Buildings

2. Leonardo O. Francisco Elementary School Building and purchase of equipment for vocational studies, Cabanatuan City	15,000.00
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3. Agbanawag Elementary School Building, Rizal	5,000.00
4. Barrio School Building, San Lorenzo, Gapan	3,000.00
<i>Miscellaneous</i>	
5. Cabanatuan City Drainage Works	5,000.00
<i>Other Public Works Projects</i>	
6. For repair of streets and bridges, pobla- cion of Nampicuan	2,000.00
7. For repair of Nampicuan-Cuyapo road	9,500.00
8. For survey of road from Cuyapo, Nueva Ecija to San Manuel, Tarlac.....	2,000.00
9. For repair of Baloy-Cuyapo road	6,000.00
10. For repair of streets and bridges, pobla- cion Cuyapo	4,000.00
11. For repair of Baloy Barrio Schol, Cuyapo	1,000.00
12. For construction of market, barrio San Antonio, Cuyapo	1,000.00
13. For repair and improvement, Salagusog Barrio School, Cuyapo	1,000.00
14. For repair of Nagmisahan Barrio School, Cuyapo	1,000.00
15. For completion of Calancuasan Barrio School, Cuyapo	1,000.00
16. For repair of San Isidro Barrio School, Lupao	1,000.00
17. For construction of Alalay Road, Lupao	4,000.00
18. For construction of Talugtug School	5,000.00
19. For repair of San Miguel Barrio School, Guimba	1,000.00
20. For repair of Pasong Intsik Barrio School, Guimba	1,000.00
21. For completion of Bunol Barrio School, Guimba	1,000.00
22. For construction of municipal building, Licab	15,000.00
23. For repair of Magtangol Barrio School, Muñoz	1,000.00
24. For repair of San Antonio Barrio School, Muñoz	1,000.00
25. For repair of Mañgandiñgay Barrio School, Muñoz	1,000.00
26. For repair of the Mañgandiñgay barrio road	500.00
27. For repair of Ragayan Barrio School, Muñoz	1,000.00
28. For repair of Maragol Barrio School, Muñoz	1,000.00
29. For repair of San Felipe Barrio School, Muñoz	1,000.00
30. For repair of Palusapis Barrio School, Muñoz	1,000.00
31. For repair of Lingliñgay Barrio School, Muñoz	1,000.00
32. For construction of dam in barrio San Fabian, Santo Domingo	5,000.00
33. For construction of fence of municipal building, Quezon	2,000.00
34. For purchase of school site, barrio Bibi- clat, Aliaga	3,000.00

35. For completion of Home Economics High School Building, Aliaga	1,000.00
36. For completion of Santo Tomas South Barrio School, Jaen	2,000.00
37. For repair of Sapang Barrio School, Jaen	1,000.00
38. For construction of Navao Barrio School, Jaen	2,000.00
39. For construction of Jaen Elementary School	4,000.00
40. For repair of Santo Tomas North Barrio School, Jaen	1,000.00
41. For repair of Jolo Barrio School, San Antonio	2,000.00
42. For repair of San Isidro Barrio School	2,000.00
43. For construction of Mamagting dam, Zaragoza	10,000.00
44. For the construction of one school building in San Isidro Malapit, San Isidro	3,000.00
45. For the repair of San Nicolas Elementary School Building, Gapan	5,000.00
46. For the construction of one school building in Cabu, Cabanatuan City....	5,000.00
47. For the construction of a Bailey bridge or municipal building, Carranglan ...	10,000.00
48. For the construction of one school building, Santor	7,000.00
49. For the construction of municipal building, Laur	10,000.00
50. For the construction of the Laur-Santor-Vega-Rizal-San Jose Road	60,000.00

NUEVA VIZCAYA

Roads

1. Municipal roads, Bayombong	5,000.00
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Public Works Projects

2. For the construction of a road from the Municipality of Diffun to the Municipality of Maddela	100,000.00
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OCCIDENTAL MISAMIS

Public Works Projects

1. For the construction of Sapang-Dalaga to Medallo Road	26,000.00
2. For the purchase of building materials for the public schools of Ozamiz City	4,000.00
3. For the construction of Villarin Road, Oroquieta	2,000.00
4. For the construction of Jimenez Road, Jimenez	2,000.00
5. For the purchase of galvanized iron roofings for various schools in the province	5,000.00
6. For the purchase of building materials from PRATRA for the schools in the province	5,000.00
7. For the purchase of lumber for the schools, Clarin	3,000.00

8. For the purchase of lumber for the schools, Aloran	3,000.00
9. For the purchase of building materials for the schools, Oroquieta	8,000.00
10. For the purchase of building materials for the schools, Baliangao	3,000.00
11. For the purchase of building materials for the schools, Aloran	6,000.00
12. For the purchase of building materials for the schools, Jimenez	4,000.00
13. For the purchase of building materials for the schools, Tangub	6,000.00
14. For the purchase of building materials for the schools, Calamba	3,000.00
15. For the purchase of building materials for the schools, Plaridel	2,000.00
16. For the purchase of building materials for the schools, Lopez Jaena	3,000.00
17. For the purchase of building materials for the schools, Sinacaban	4,000.00
18. For the purchase of building materials for the schools, Tudela	4,000.00
19. For the purchase of building materials for the schools, Clarin	3,500.00
20. For the purchase of building materials for the schools, Bonifacio	3,500.00

ORIENTAL MISAMIS

Roads

1. Poblacion streets, Talisayan.....	6,000.00
2. P. Burgos Road, Cagayan de Oro	5,000.00
3. Cagayan-Claveria Road, Cagayan.....	8,000.00

Buildings

4. Municipal Building, Jasaan.....	6,000.00
5. Intermediate and Barrio School Buildings, Talisayan	3,000.00
6. Babanlagan Primary School Building, Talisayan	3,000.00
7. Mandahilag Intermediate School Building, Talisayan	3,000.00

Miscellaneous

8. Kinogitan Water Supply System, Kinogitan	6,000.00
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Other Public Works Projects

9. For the improvement of Alubijid Municipal Building, Alubijid	1,500.00
10. For the construction of San Juan Barrio Road, Balingasag	2,000.00
11. For the improvement of Mambayaan Barrio School Building, Balingasag..	1,000.00
12. For the repair of Mainit Barrio School Building, Catarman	1,000.00
13. For the repair of Panghiawan Barrio School Building, Catarman	1,000.00
14. For the repair of Catarman High School Building, Catarman	1,000.00

15. For the improvement of the municipal building, Claveria	2,000.00
16. For the improvement of the municipal building, El Salvador	1,500.00
17. For the construction of Magallanes-Murallon Barrio Road, Gingoog.....	500.00
18. For the repair of Odiongan Barrio Road, Gingoog	250.00
19. For the repair of Anakan-Minbalagon Barrio Road, Gingoog.....	1,000.00
20. For the construction of Poblacion Calagonoy Road, Gingoog.....	250.00
21. For the construction of San Juan Water-intake, Gingoog	250.00
22. For the construction of Tinambulan-Kibuging Barrio Road, Gingoog.....	250.00
23. For the construction of Anakan-Bagubad Barrio Road, Gingoog.....	250.00
24. For the construction of a highway to Agay-ayam Barrio Road, Gingoog....	250.00
25. For the construction of Sambawan river dike, Guinsiliban	2,000.00
26. For the improvement of the municipal building, Initao	2,500.00
27. For the improvement of the municipal building, Jasaan	2,000.00
28. For the repair of Jasaan Central School Building, Jasaan	1,000.00
29. For the construction of the Mabini-Alicomohan Waterworks Project, Kinogitan	3,000.00
30. For the construction of Umagos barrio road, Lagonglong	1,500.00
31. For the construction of the Poblacion Waterworks Project, Linugos	1,500.00
32. For the repair of the Artadi Barrio School Building, Linugos	1,000.00
33. For the improvement of Benuni Barrio School Building, Mahinog	1,000.00
34. For the construction of the Owakan Waterworks Project, Mahinog	1,000.00
35. For the improvement of Mambajao Municipal Building, Mambajao	3,000.00
36. For the improvement of Manticao Municipal Building, Manticao	1,500.00
37. For the repair of Tuc-on Barrio School Building, Medina	1,000.00
38. For the improvement of Portulin Barrio School Building, Medina	1,000.00
39. For the improvement of Mananum Barrio School Building, Medina	1,000.00
40. For the improvement of Opol Central School Building, Opol	1,500.00
41. For the construction of Manuyog Waterworks Project, Sagay	2,000.00
42. For the repair of Bugang Barrio School Building, Sagay	1,000.00
43. For the construction of Ampinikan Barrio School Building, Salay	2,000.00

44. For the construction of Inobulan Barrio School Building, Salay	1,000.00
45. For the improvement of Villanueva Barrio School Building, Tagolo-an	1,500.00
46. For the improvement of Tagbochoc Barrio School Building, Talisayan....	1,000.00
47. For the construction of Sta. Ines-Makupa barrio road, Talisayan	1,000.00
48. For the improvement of Mantangale Barrio School Building, Talisayan	1,000.00
49. For the construction of Balatukan River Control, Balingasag	30,000.00
50. For the construction of Linugos Waterworks System, Linugos	5,000.00
51. For the pavement of poblacion roads, Initao	5,000.00
52. For the pavement of poblacion road, Salay	2,000.00
53. For the construction of Ampinikan Barrio School Building, Salay	3,000.00
54. For the construction of Danguan River Dike, Medina	5,000.00

OCCIDENTAL NEGROS

Roads

1. Tuburan-Manta-Angan-Madalag roads..	29,500.00
2. Bago-Maao National Road, Bago	25,000.00
3. Maao-San Miguel road, Bago	6,000.00
4. Sumag-Abuanan road, Bago	10,000.00

Buildings

5. Elementary School Building, Kabankalan	25,000.00
6. Elementary School Site, Kabankalan	5,000.00
7. Binicuil Elementary School Building, Kabankalan	5,000.00
8. Isio Elementary School Building, Cawayan	5,000.00
9. Regional High School Building, Himamaylan	27,000.00
10. High School Building, La Castellana	5,000.00
11. High School Building, Mingaran	3,000.00
12. Elementary School Building, Hda. Sipalay	10,000.00
13. Elementary School Building, Isabela....	5,000.00
14. Painting of Puericulture Center Building, Sarabia	800.00
15. Painting of Emergency Hospital Building, Saravia	800.00
16. Painting of bandstand of Public Plaza, Saravia	400.00
17. Regional High School Building, Victorias	5,000.00
18. Lacson Elementary School Building, Valladolid	2,500.00
19. Municipal Building, Valladolid.....	3,000.00
20. Home Economics Building of Regional High School, Bago	24,000.00
21. Public High School Building, Cadiz.....	5,000.00
22. Regional High School Building, Saravia	10,000.00

Other Public Works Projects

23. For the construction or repair of Puericulture Center Building, San Carlos	5,000.00
24. For the construction or maintenance of the provincial road from the poblacion to barrio Quezon, San Carlos	5,000.00
25. For the construction of a high school building, Calatrava	12,000.00
26. For the construction of a municipal building, Tabaco	12,000.00
27. For the construction of a high school building, Escalante	16,000.00
28. For the construction of San Carlos-Quezon road, San Carlos	5,000.00
29. Additional appropriation for the construction of a high school building, Escalante	5,000.00
30. For aid to the municipality of Sagay at the discretion of its municipal council	8,000.00
31. For the construction of a high school building, Cadiz	10,000.00
32. For the construction of a high school building, Manapla	10,000.00
33. For the construction of a high school building, Victorias	12,000.00
34. For the construction of Talisay Waterworks System, Talisay	15,000.00
35. For the construction of Bobog Primary School Building, Talisay	4,000.00
36. For the construction of Puntay Taytay Primary School Building, Bacolod City	4,000.00
37. For the construction of Pahanocoy Primary School Building, Bacolod City	4,000.00
38. For the construction of Sinkang Primary School Building, Bacolod City	4,000.00
39. For the construction of New Barrio Obrero Primary School Building, Bacolod City	4,000.00
40. For the construction of Mansilingan Primary School Building, Bacolod City	4,000.00
41. For the repair of the home economics building, Murcia	3,000.00
42. For the construction of Barrio Buenavista Primary School Building, Murcia	4,000.00
43. For the construction of Cabungan-an Primary School Building, Murcia	4,000.00
44. For the construction of Pandanon Primary School Building, Murcia	4,000.00
45. For the construction of the home economics building, La Carlota High School, La Carlota	10,000.00
46. For the construction of Haguimit Primary School Building, La Carlota	4,000.00
47. For the construction of San Miguel Primary School Building, La Carlota	4,000.00
48. For the construction of Mabini Primary School Building, Valladolid	4,000.00

49. For the construction of Lacaron Primary School Building, Valladolid.....	4,000.00
50. For the construction of Palaca Barrio School Building, Pulupandan.....	4,000.00
51. For the construction of Sibucan Barrio School Building, San Enrique.....	4,000.00
52. For the construction of Pacol Barrio School Building, Bago	4,000.00
53. For the construction of Bacong Primary School Building, Bago	4,000.00
54. For the construction of Maa Primary School Building, Bago	4,000.00
55. For the construction of the Regional High School Building, La Castellana..	10,000.00
56. For the construction of the Regional High School Building, Hinigaran.....	10,000.00
57. For the construction of the Bagacay or Aranda Public School Building, Hinigaran	3,500.00
58. For the construction of Antipolo Barrio School Building, Pontevedra.....	3,500.00
59. For the construction of the Magallon Public School Building, Isabela.....	3,500.00
60. For the construction of the Odiong Public School Building, Isabela.....	3,500.00
61. For the construction of the Guinpanaan Public School Building, Isabela.....	3,500.00
62. For the construction of the Bulad Public School Building, Isabela	3,500.00
63. For the construction of the Bungahin Public School Building, Isabela.....	3,500.00
64. For the construction of the Regional High School Building, Himamaylan..	5,000.00
65. For the construction of the Aguisan Public School Building, Himamaylan	3,500.00
66. For the construction of the Binicuel Public School Building, Kabankalan..	3,500.00
67. For the construction of the Dankalan Public School Building, Ilog.....	3,500.00
68. For the construction of the Isio Public School Building, Cawayan.....	3,500.00
69. For the construction of the Inayawan Public School Building, Cawayan.....	3,500.00
70. For the construction of the Sipalay Public School Building, Sipalay.....	5,000.00
71. For the construction of the Hinoba-an Public School Building, Asia.....	3,500.00
72. For the construction of the Payao Public School Building, Binalbagan.....	4,000.00
73. For the construction of the Bagroy Public School Building, Binalbagan.....	3,500.00
74. For the construction of the Maragtas Public School Building, Binalbagan....	3,500.00
75. For the construction of the Enclaro Public School Building, Binalbagan.....	3,500.00
76. For the construction of the Verobina Public School Building, Binalbagan....	3,500.00
77. For the improvement of the public plaza, Binalbagan	5,000.00
78. For the construction of a bridge between Enclaro-Sirena Island, Binalbagan...	1,500.00

ORIENTAL NEGROS

Roads

1. Barrio roads, Ayungon	2,000.00
2. Barrio roads, Pamplona	2,000.00
3. Municipal roads, Tayasan	2,000.00

Buildings

4. Barrio school buildings, Ayuquitan.....	2,000.00
5. Municipal building, Bacong	2,000.00
6. Barrio school buildings, Talisayan.....	2,500.00

Miscellaneous

7. Municipal public works, Jasa-an.....	2,000.00
8. Municipal public works, Talisayan.....	1,500.00

Other Public Works Projects

9. For the completion of the municipal building, Valencia	7,000.00
10. For the repair and/or improvement of the municipal building, Bacong.....	4,500.00
11. For the completion of improvements of the municipal plaza, Dauin.....	1,000.00
12. For the construction of the Baslay road, Dauin	3,500.00
13. For the construction of the Home Economics Building, Zamboanguita.....	5,000.00
14. For the repair of the Fidel Tayko road, Siaton	2,000.00
15. For the construction of the Nagbalaye School Building, Santa Catalina.....	1,000.00
16. For the construction of the Omanod School Building, Santa Catalina.....	1,000.00
17. For the reconstruction of the old road to barrio Daan Lungsod, Santa Catalina	2,000.00
18. For the construction of the Jagna Waterworks System, including the purchase of a water pump, Santa Catalina.....	2,000.00
19. For the construction of the Manalongon Waterworks System, Santa Catalina..	1,500.00
20. For the construction of municipal projects to be indicated by the Municipal Mayor, Enrique Villanueva.....	5,000.00
21. For the construction of the Public Market, Maria	2,000.00
22. For the construction of the Liloan Road, Maria	3,000.00
23. For the improvement of the High School and Home Economics Buildings, Lazi	5,000.00
24. For the construction of the Po-o Home Economics Building, Lazi.....	2,000.00
25. For the construction of the Cang-asa School Building, Siquijor	2,500.00
26. For the repair and/or improvement of the Market Tiendas, Valencia	2,500.00
27. For the extension of the Waterworks System to Barrio Bongtod, Bacong....	7,000.00
28. For the construction of the Municipal Building, Dauin	7,000.00

29. For the construction of the Shop Building, Zamboanguita	4,000.00
30. For the drilling and construction of artesian wells at Barrios Bonbonon, Inalad and Jiligaon, Siaton.....	4,000.00
31. For the construction of the Waterworks System, Santa Catalina	4,500.00
32. For the construction of the Jagna Road, Santa Catalina	2,000.00
33. For the construction of municipal projects to be indicated by the Municipal Mayor, Enrique Villanueva.....	4,000.00
34. For the completion of the Grandstand, Maria	5,000.00
35. For the construction of the Capalasanan Road and Plaza, Lazi	2,500.00
36. For the construction of the Cangomantong School Building, Lazi.....	1,500.00
37. For the construction of the Gabayan School Building, Lazi	1,500.00
38. For the construction of the Cangklaran-Kinamandagan Road, Lazi	1,500.00
39. For the construction of additional wings of the Central School Building, Lazi..	3,000.00
40. For the completion of the Municipal Building, Amlan	15,000.00
41. For the construction of the Tandayag Elementary School Building, Amlan..	5,000.00
42. For the completion of the Public Market Building, Tayasan.....	7,000.00
43. For the construction of a concrete basketball court (Bandoquillo Basketball Court opposite the Medina Tennis Court), Sibulan	2,000.00
44. For the repairs of municipal streets, Sibulan	2,000.00
45. For the extension of Sibulan Waterworks System to the Barrio of Looc, Sibulan	3,000.00
46. For the repairs of Magatas Barrio Road, Sibulan	1,000.00
47. For the construction of additional classroom for Ahong Barrio School, Sibulan	2,000.00
48. For the construction of the Polo Waterworks, Tanjay	3,000.00
49. For the construction of the Santa Cruz Waterworks, Tanjay	5,000.00
50. For asphaltting 250 meters of the Lawton Drive along the East Negros Institute, Tanjay	5,000.00
51. For the construction of Piape Road, Dumaguete	5,000.00
52. For the construction of Budlasan Road, Canlaon	3,000.00
53. For the construction of Municipal Building, Manjuyud	8,000.00
54. For the construction of the Bagawienes Waterworks System, Villahermosa....	4,000.00
55. For the construction of the Municipal Building, Ayungon	10,000.00

56. For the construction of the Lico-Cambairan Road, Guijuliñgan.....	5,000.00
57. For the construction of the Emergency Hospital, La Libertad	5,000.00
58. For the construction of Bangcal Road, Jimalalud	5,000.00
59. For the construction of a municipal road along the Municipal Building, Payabon	5,000.00

PALAWAN

Public Works Projects

1. For the establishment and operation of a radio station, Agutaya.....	7,000.00
2. For the drilling and construction of an artesian well at Tocadan, Cuyo.....	3,000.00
3. For the drilling and construction of an artesian well at New Busuanga, Busuanga	3,000.00
4. For the drilling and construction of an artesian well at Araceli, Dumaran.....	3,000.00
5. For the drilling and construction of an artesian well at Agutaya, Agutaya.....	3,000.00
6. For the drilling and construction of an artesian well at Taytay, Taytay.....	3,000.00
7. For the drilling and construction of an artesian well at San Nicolas, Coron.....	3,000.00
8. For the construction of a cement water tank at the Island Barrio of Lubid, Cuyo	3,000.00
9. For the construction of New Busuanga Elementary School Building, Busuanga	5,000.00
10. For the construction of Bisucay Home Economics Building, Cuyo.....	5,000.00
11. For the construction of Casian Home Economics Building, Taytay.....	5,000.00
12. For the completion of a primary school building, Bacuit	2,000.00
13. For the completion of a home economics building, Bacuit	1,000.00
14. For the repair of Algeciras School Building, Agutaya	2,000.00
15. For the repair of Agutaya Central School Building, Agutaya.....	2,000.00

PAMPANGA

Buildings

1. Elementary School Building, Santo Tomas, San Fernando	5,000.00
2. Home Economics Building, San Matias, San Fernando	3,000.00
3. Elementary School Building, Valdez, Floridablanca	5,000.00
4. Elementary School Building, San Roque, Floridablanca	2,000.00
5. Elementary School Building, San Nicolas, Floridablanca	4,000.00
6. Elementary School Building, San Jose, Floridablanca	4,000.00

7. Elementary School Building, Bacuran, Santa Rita	3,000.00
8. Elementary School Building, Bangcal, Guagua	4,000.00
9. Elementary School Building, Pulung- masle, Guagua	4,000.00
10. Elementary School Building, San Juan, Guagua	3,000.00
11. Elementary School Building, Lambac, Guagua	4,000.00
12. Central School Building, Guagua.....	4,000.00
13. Pampanga High School Grandstand, San Fernando	6,000.00
14. Barrio School Building, Santa Barbara, Bacolor	4,000.00
15. Barrio School Building, Pulong Santol, Porac	4,000.00
16. Maternity Hospital and Puericulture Center, Bacolor	11,000.00
17. Eliseo Belen Elementary School Build- ing, Cabalantian, Bacolor.....	4,000.00
18. Elementary School Building, San Isidro, Bacolor	4,000.00
19. Elementary School Building, Talba, Ba- color	4,000.00
20. Elementary School Building, Tinajero, Bacolor	4,000.00
21. Elementary School Building, Cabetican, Bacolor	3,000.00
22. Home Economics Building, San Anto- nio, Bacolor	2,000.00
23. Elementary School Building, San Vi- cente, Apalit	4,000.00
24. Elementary School Building, Dolores, Mabalacat	3,000.00
25. Central School, Cabalantian, Bacolor.....	3,000.00
26. Primary School Building, San Pedro, Sexmoan	4,000.00
27. Central School Building, Masantol.....	4,000.00

Other Public Works Projects

28. For school buildings and other public works in Angeles	8,000.00
29. For school buildings and other public works in Bacolor	8,000.00
30. For school buildings and other public works in Floridablanca	11,000.00
31. For school buildings and other public works in Guagua	8,000.00
32. For school buildings and other public works in Lubao	8,000.00
33. For school buildings and other public works in Macabebe	9,000.00
34. For school buildings and other public works in Masantol	9,000.00
35. For puericulture center building and other public works in Porac.....	9,000.00
36. For school buildings and other public works in Santa Rita.....	11,000.00
37. For school buildings and other public works in Sexmoan	9,000.00

38. For other public works in Pampanga.....	10,000.00
39. For the reconstruction of the Cansinala Barrio School Building, Apalit	2,000.00
40. For the reconstruction of the Capalangan Barrio School Building, Apalit	2,000.00
41. For the reconstruction of the Sucad Barrio School Building, Apalit	2,000.00
42. For the construction of the Tabuyoc Barrio School Building, Apalit	3,000.00
43. For the construction of the Sampaga Barrio School Building, Apalit	2,000.00
44. For the construction of Paligui Road, Apalit	1,000.00
45. For the reconstruction of the Bahay Pare Road, Candaba	4,000.00
46. For the reconstruction of the Candating Barrio School Building, Arayat	3,000.00
47. For the reconstruction of the Culubasa Barrio School Building, Mexico	3,000.00
48. For the reconstruction of the Anao Barrio School Building, Mexico	1,000.00
49. For the reconstruction of the San Lorenzo Barrio School Building, Mexico	2,000.00
50. For the reconstruction of the San Jose Malino Barrio School Building, Mexico	1,000.00
51. For the reconstruction of the Santo Domingo Barrio School Building, Mexico	1,000.00
52. For the reconstruction of the Home Economics Building, Minalin.....	2,000.00
53. For the construction of the Paligui Road, Minalin	500.00
54. For the reconstruction of the Santa Monica Barrio School Building, San Simon	1,000.00
55. For the reconstruction of the San Pedro Barrio School Building, San Simon	1,000.00
56. For the reconstruction of the Santa Rita Barrio School Building, San Luis	1,000.00
57. For the reconstruction of the Santa Catalina Barrio School Building, San Luis	1,000.00
58. For the construction of the Panipuan Barrio School Building, San Fernando	3,000.00
59. For the reconstruction of the San Vicente Barrio School Building, San Fernando	2,000.00
60. For the reconstruction of the San Agustin Barrio School Building, San Fernando	2,000.00
61. For the reconstruction of the Santa Lucia Barrio School Building, San Fernando	2,000.00
62. For the reconstruction of San Matias Barrio School Building, San Fernando	2,000.00
63. For the reconstruction of the San Juan Barrio School Building, San Fernando	2,000.00
64. For the reconstruction of the Mabalacat Market, Mabalacat	3,500.00
65. For the reconstruction of the Provincial Community Assembly Hall, San Fernando	5,000.00
66. For the reconstruction of the Del Rosario Barrio School, San Fernando	3,000.00

67. For the construction of the Bahay Pare Bridge, Candaba	8,000.00
68. For the reconstruction of the Santiago Barrio School Building, Santa Ana....	2,000.00
69. For the purchase and improvement of the San Vicente Barrio School Site, Apalit	10,000.00
70. For the construction of the Pampanga High School Grandstand, San Fernando	10,000.00
71. For the construction of the Annex Building, Provincial Community Assembly Hall, San Fernando	10,000.00
72. For the reconstruction of the Candaba streets, Candaba	2,000.00

PANGASINAN

Roads

1. Embarcadero, Nibaliw and Salaan barrio roads, Mangaldan	4,000.00
2. Lanas and Maasing barrio roads, Mangaldan	4,000.00
3. Asphaltting Bayambang Normal School Road, Bayambang	3,000.00
4. Poblacion-Breeding Station Road, Mabini	5,000.00
5. San Quintin-Natividad Road.....	8,000.00

Buildings

6. Barrio School Buildings, Mangaldan.....	2,000.00
7. Public School Buildings, Calasiao.....	5,000.00
8. Regional High School Building, Calasiao	4,000.00
9. Puericulture Center Building, San Jacinto	3,000.00
10. Grandstand Provincial Athletic Field, Lingayen	10,000.00
11. Lingayen Presidencia	10,000.00
12. Namagbagan Barrio School Building, Santa Maria	3,000.00
13. Guinanedan Barrio School Building, Alcala	1,000.00
14. Anulid Barrio School Building, Alcala....	1,000.00
15. Tonton Barrio School Building, Lingayen	2,000.00
16. Public Library Building, Mapandan.....	3,000.00
17. Home Economics Building, Dagupan City	10,000.00
18. Rest House, Lucap, Alaminos.....	15,000.00

Miscellaneous

19. Tree planting along Perez Highway, Dagupan-Lingayen Road, Provincial Park, and National Highway toward Baguio	5,000.00
20. Pili Irrigation System, Binalonan.....	5,000.00

Other Public Works Projects

21. For Public Works Projects for the First District of Pangasinan.....	100,000.00
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22. For Public Work Projects for the Second District of Pangasinan including the payment of certified obligations.....	100,000.00
23. For the repair of the Binday Barrio School Building, San Fabian	1,000.00
24. For the repair of the Sabangan Barrio School Building, San Fabian	1,000.00
25. For the repair of the Longos Barrio School Building, San Fabian	1,000.00
26. For the construction of the Mabilao Central School Building, San Fabian.....	3,000.00
27. For the construction of the Anolid-Masin Road, Mangaldan	3,000.00
28. For the repair of the San Jose Street-David Barrio Road, Mangaldan	2,000.00
29. For the repair of the Gueguesangen Barrio School Building, Mangaldan	1,000.00
30. For the construction of the Alitaya Barrio School Building, Mangaldan	2,000.00
31. For the repair of the Osiem Barrio Road, Mangaldan	1,000.00
32. For the repair of the Labney Barrio School Building, San Jacinto	1,000.00
33. For the repair of the Casibong Barrio School Building, San Jacinto	800.00
34. For the completion of the Macayug Barrio School Building, San Jacinto.....	1,000.00
35. For the repair of the Bolo Barrio School Building, San Jacinto	500.00
36. For the repair of the Santa Maria-San Roque Barrio Road, San Jacinto	1,000.00
37. For the repair of the Labney artesian well, San Jacinto	200.00
38. For the drilling and construction of the San Jose artesian well, San Jacinto....	500.00
39. For the drilling and construction of the Santa Maria artesian well, San Jacinto	500.00
40. For the drilling and construction of the San Vicente artesian well, San Jacinto	500.00
41. For the repair of the Ambunao barrio road, Calasiao	500.00
42. For the construction of the Longos barrio road, Calasiao	1,500.00
43. For the repair of the Dinalaoan barrio road, Calasiao	2,000.00
44. For the repair of the Nagsaing barrio road, Calasiao	1,000.00
45. For the repair of Bolawit barrio road, Malasiqui	1,000.00
46. For the repair of Payas-Anolid barrio road, Malasiqui	1,500.00
47. For the repair of the Anolid Barrio School Building, Malasiqui	1,000.00
48. For the completion of the Asin barrio bridge, Malasiqui	2,000.00
49. For the completion of the General Luna Street, Malasiqui	1,500.00

50. For the repair and transfer of the Maliver Barrio School Building, Bayambang	1,000.00
51. For the construction of the Inerangan Barrio School Building, Bayambang....	3,000.00
52. For the purchase of roofing material for the Poblacion Elementary School Building, Bayambang	2,000.00
53. For the construction of irrigation ditches to divert the water of the Catablan River for irrigation purposes, Santa Barbara	2,000.00
54. For the repair of the Home Economics Building, Maticmatic Barrio School, Santa Barbara	1,000.00
55. For the construction of the Malanay- Nilombot-Banzal barrio road, Santa Barbara	2,000.00
56. For the repair of Butao barrio road, Santa Barbara	500.00
57. For the repair of Payas barrio road, Santa Barbara	500.00
58. For the repair of the Municipal Building, Mapandan	4,000.00
59. For the repair of the Nilombot-David barrio road, Mapandan	1,000.00
60. For the repair of the Mabilao-Inmalog barrio road, San Fabian	2,000.00
61. For the repair of the Anonang Barrio School, San Fabian	1,000.00
62. For the repair of the Tomeeng Barrio School, San Fabian	1,000.00
63. For the repair of the Aramal Barrio School Building, San Fabian	1,000.00
64. For the repair of Subol barrio bridge, San Fabian	1,000.00
65. For the construction of a sanitary toilet for the Mangaldan High School, Mangaldan	2,000.00
66. For the repair of the Malabago Elementary School Building, Mangaldan.....	1,000.00
67. For the repair of Zamora Street, Mangaldan	2,000.00
68. For the repair of Guesang Barrio School Building, Mangaldan	2,000.00
69. For the repair of Dabid Barrio School Building, Mangaldan	1,000.00
70. For the repair of Embarcadero Barrio School Building, Mangaldan	1,000.00
71. For the repair of the Barrio Embarcadero-Santo Tomas artesian well, Mangaldan	500.00
72. For the repair of the Barrio Bari artesian well, Mangaldan	500.00
73. For the repair of the Lobong-Labney barrio road, San Jacinto	1,000.00
74. For the construction of Barrio Balocay Bridge, San Jacinto	2,000.00
75. For the completion of the Central Intermediate School Building, San Jacinto	1,000.00

76. For the repair of the Labney-Torod barrio road, San Jacinto	1,000.00
77. For the drilling and construction of the Southeast artesian well, San Jacinto	500.00
78. For the drilling and construction of the Dalomat artesian well, San Jacinto	500.00
79. For the repair of the streets in the Poblacion, Calasiao	2,000.00
80. For the repair of the High School Building, Calasiao	2,000.00
81. For the purchase of materials for the construction of a semi-permanent room of the school building at Barrio Buenlag, Calasiao	1,000.00
82. For the repair of the Lunec Barrio School Building, Malasiqui	1,000.00
83. For the completion of the Lepa-Aliaga barrio road, Malasiqui	3,000.00
84. For the repair of the Tomling-Bakitiw barrio road, Malisiqui	2,000.00
85. For the repair of the Olea Barrio School Building, Malasiqui	1,000.00
86. For the asphaltting of municipal streets of Bayambang	5,000.00
87. For the repair of the Minien Barrio School Building, Santa Barbara.....	1,000.00
88. For the repair of the Gueguesañgen Barrio School Building, Santa Barbara	2,000.00
89. For the repair of the Banzal Barrio School Building, Santa Barbara.....	1,000.00
90. For the repair of the Payas Barrio School Building, Santa Barbara.....	1,000.00
91. For the repair of the Maronong Barrio School Building, Santa Barbara.....	1,000.00
92. For the repair of the Municipal Building, Mapandan	1,000.00
93. For the repair of the Baloleng Barrio School Building, Mapandan	2,000.00
94. For the repair of the Nilombot Barrio School Building, Mapandan	1,000.00
95. For the repair of the Amanaoaoac Barrio School Building, Mapandan	1,000.00
96. For the construction of the Tangal Americano Irrigation System, Urdaneta	30,000.00
97. For the construction of a home economics building, Manaoag High School, Manaoag	3,000.00
98. For the construction of Laoac School Building, Manaoag	1,000.00
99. For the completion of Lipet Home Economics Building, Manaoag	1,000.00
100. For the completion of Cabambanan Home Economics Building, Manaoag	1,000.00
101. For the construction of Yatyat Barrio School Building, Manaoag	1,000.00
102. For the completion of Binalonan High School Building, Binalonan	6,000.00

103. For the construction of a road from Binmeckeg to Pinmalapi Road to poblacion, Sison	3,000.00
104. For the repair of public market building, Sison	1,000.00
105. For the construction of a barrio road from poblacion to Panaga, Pozorrubio	2,000.00
106. For the construction of Inoman Barrio School Building, Pozorrubio	1,000.00
107. For the construction of Nama-Villegas barrio road, Pozorrubio	1,000.00
108. For the repair of Malasin Barrio School Building, Pozorrubio	1,000.00
109. For the construction of Poponto-Villanueva Road, Bautista	2,500.00
110. For the painting of municipal building, Bautista	1,500.00
111. For the construction of Alcala-Moncada Road, Alcala	3,000.00
112. For the repair of Cupi Bridge, Alcala	1,000.00
113. For the completion of Pindangan Barrio School Building, Alcala	1,000.00
114. For the construction of Amamperez Barrio School Building, Villasis	1,000.00
115. For the construction of Bacag Barrio School Building, Villasis	1,000.00
116. For the construction of Caramutan Barrio School Building, Villasis	1,000.00
117. For the construction of Barangobong Barrio School Building, Villasis	500.00
118. For the construction of Capulaan Barrio School Building, Villasis	500.00
119. For the construction of Mapandan-Manaoag Road, Manaoag	3,000.00
120. For the construction of Babasit Barrio School Building, Manaoag	1,000.00
121. For the construction of Laoac-Cabilaoan Barrio Road through Barrio Nanbangetan, Manaoag	2,000.00
122. For the construction of Lebueg Barrio School Building, Manaoag	1,000.00
123. For the construction of Sili Dam, Binalonan	2,000.00
124. For the construction of San Pablo Barrio Road, Binalonan	1,000.00
125. For the construction of Tabuyoc Barrio Road, Binalonan	1,000.00
126. For the construction of Moreno Barrio Road, Binalonan	2,000.00
127. For the construction of Sison-San Fabian Road, Sison	3,000.00
128. For the construction of Diloa Barrio School Building, Pozorrubio	1,000.00
129. For the repair of Palaguyod Barrio School Building, Pozorrubio	1,000.00
130. For the repair of Don Benito Barrio School Building, Pozorrubio	1,000.00
131. For the repair of Nama Barrio School Building, Pozorrubio	1,000.00
132. For the completion of Bobonan Barrio School Building, Pozorrubio	1,000.00

133. For the construction of Villanueva-Bersamin-Poponto Road, Bautista.....	4,000.00
134. For the construction of San Vicente Barrio School Building, Alcala.....	1,000.00
135. For the construction of Atainan Barrio School Building, Alcala	1,000.00
136. For the repair of Bersamin Barrio School Building, Alcala	1,000.00
137. For the construction of San Pedro Ili Barrio Road, Alcala	1,000.00
138. For the improvement of Alcala-Moncada Road, Alcala	1,000.00
139. For the construction of Piaz Barrio School Building, Villasis	1,000.00
140. For the construction of Tombud Barrio School Building, Villasis	1,000.00
141. For the construction of Labit Barrio School Building, Villasis	1,000.00
142. For the construction of Puelay Barrio School Building, Villasis	1,000.00
143. For the construction of Labit Capulaan Barrio Road, Villasis	1,000.00
144. For the construction and repair of the Carusucan Barrio School Building, Asingan	3,500.00
145. For the construction and repair of the San Quintin-Santa Maria Road, San Quintin	10,000.00
146. For the construction and repair of the Domanpot Barrio School Building, Asingan	3,000.00
147. For the construction and repair of the Lawak Barrio School Building, Tayug	3,500.00
148. For the drilling and construction of two artesian wells in barrio Carriedo, Tayug	2,000.00
149. For the construction and repair of the Legaspi Barrio School Building, Tayug	2,000.00
150. For the construction and repair of the San Jose Barrio School Building, San Nicolas	3,000.00
151. For the repair of the Poblacion-San Isidro Barrio Road, San Nicolas.....	4,000.00
152. For the purchase of school site and repair of the Neneng Barrio School Building, San Nicolas	2,000.00
153. For the construction and repair of the San Miguel Barrio School Building, Natividad	3,000.00
154. For the drilling and construction of two artesian wells in barrio Bachelor, Natividad	2,000.00
155. For the construction and repair of the San Domingo Barrio School Building, San Manuel	2,000.00
156. For the construction and repair of the San Juan Barrio School Building, San Manuel	2,000.00
157. For the repair of the San Mariano-Santa Cruz Road, Santa Maria.....	5,000.00

158. For the repair of the Pañgaoan Barrio School Building, Rosales	2,000.00
159. For the repair of the Rabago Barrio School Building, Rosales	1,000.00
160. For the construction and repair of the Cabalaoangan Barrio School Building, San Quintin	2,000.00
161. For the repair of the Gonzalo Barrio School Building, San Quintin	2,000.00
162. For the construction of the Evangelista barrio road, connecting it to the Tayug-Santa Maria Provincial Road, Tayug	10,000.00
163. For the construction and repair of the Baroñgobon Barrio School Building, Tayug	3,000.00
164. For the construction and repair of the Toquetec Barrio School Building, Tayug	2,000.00
165. For the construction of the Saleng Barrio School Building, Tayug	2,000.00
166. For the repair of the San Roque Barrio School Building, San Nicolas	2,000.00
167. For the repair of the Salud Barrio School Building, Natividad	2,000.00
168. For the repair of the Arzadon Barrio School Building, San Manuel	1,500.00
169. For the repair of the San Bonifacio Barrio School Building, San Manuel	1,500.00
170. For the repair of the Nagsaag Barrio School Building, San Manuel	2,000.00
171. For the repair of the Narra Barrio School Building, San Manuel	1,000.00
172. For the repair of the Santa Ana Barrio School Building, San Manuel	2,000.00
173. For the repair of the Santa Rosa Barrio School Building, Santa Maria	3,000.00
174. For the repair of the Namatbagan School Building, Santa Maria	2,000.00
175. For the repair of the Patakid Barrio School Building, Santa Maria	2,000.00
176. For the construction of the Capitan Tomas Barrio School Building, Rosales	2,000.00
177. For the repair of the San Isidro Barrio School Building, Rosales	1,000.00
178. For the repair of the San Joaquin Barrio School Building, Balungao	3,000.00
179. For the repair of the Rajal Barrio School Building, Balungao	2,000.00
180. For the repair of the San Leon Barrio School Building, Balungao	2,000.00

QUEZON

Buildings

1. Municipal building, Atimonan	25,000.00
2. Quezon East High School Building, Gumaca	20,000.00
3. Public school buildings, Infanta	5,000.00
4. Public school buildings, Lopez	10,000.00

5. Barrio school building, Dalahican, Lucena	10,000.00
6. Barrio school building, Pagbilao, Quezon	5,000.00
7. Public school buildings, Mauban	5,000.00
8. Domestic Science Building, Anonañgin, Gumaca	4,000.00

Other Public Works Projects

9. For the construction of a temporary suspension bridge over Balaybalay River, Mauban	3,300.00
10. For the construction of a temporary suspension bridge over Pilaway River, Mauban	1,300.00
11. For the construction of a temporary suspension bridge over Balibago River, Mauban	1,400.00
12. For the continuation of construction of Mauban Intermediate School Building, Mauban	4,000.00
13. For the construction of Malabanban Barrio School Building, Candelaria	5,000.00
14. For the completion of public playground and tennis court, Pagbilao	1,500.00
15. For the repair of several municipal roads, Pagbilao	3,500.00
16. For the construction of a semi-permanent public market building, Dolores	3,000.00
17. For the purchase of an additional school site in barrio Buñgoy, Dolores	2,000.00
18. For the construction of a shop building, Luis Palad High School, Tayabas	2,500.00
19. For the construction of a shop building, Tayabas Intermediate School, Tayabas	2,500.00
20. For the construction of two wooden bridges in barrio Talim, Lucena	5,000.00
21. For the construction of Hanagdon-Antipolo School Building, Sariaya	5,000.00
22. For the repair of a wooden bridge in barrio Buliran, Tiaong	2,500.00
23. For the repair of a school building in Lagalag, Tiaong	2,500.00
24. For the repair of a school building in Tagbakin, Tiaong	2,500.00
25. For the drilling and construction of artesian wells, Tiaong	2,500.00
26. For the construction of the Lopez-Buenavista road, Lopez	20,000.00
27. For the repair of parks and monuments, Atimonan	2,000.00
28. For the repair of the Plaridel Barrio School Building, Siain, Atimonan	1,500.00
29. For the repair of the Buhangin Barrio School Building, Atimonan	1,000.00
30. For the repair of the Mangalayan, Labak Barrio School Building, Atimonan	500.00
31. For the construction of the Mainit Barrio School Building, Perez	2,500.00

32. For the construction of the Panbuan Barrio School Building, Perez	2,500.00
33. For the construction of an additional room of the Cuneta Barrio School Building, Quezon	4,000.00
34. For the repair of the Sabang Barrio School Building, Quezon	1,000.00
35. For the construction of the Central School Building, Calauag	5,000.00
36. For the construction of the Sumog Barrio School Building, Pitogo.....	4,000.00
37. For the repair of the Rizalino Barrio School Building, Pitogo	1,000.00
38. For the construction of the Lopez-Catanauan road	5,000.00
39. For the construction of a municipal road from Alabat to Villa Norte, Alabat...	4,000.00
40. For the repair of a barrio road, Aurora	500.00
41. For the repair of municipal streets, Aurora	1,000.00
42. For the repair of barrio school buildings, Aurora	1,500.00
43. For the repair of the Binagbag Barrio School Building, Agdañgan	1,000.00
44. For the repair of the barrio road to Calutan, Agdañgan	500.00
45. For the repair of public plaza, Agdañgan	500.00
46. For the construction of a municipal road, Buenavista	2,000.00
47. For the construction of Central School Building, Buenavista	2,000.00
48. For the repair of municipal streets, Catanauan	2,000.00
49. For the repair of cemetery road, Catanauan	1,000.00
50. For the repair of Bacong Ilaya Barrio School Building, General Luna	500.00
51. For the completion of San Isidro Barrio School Building, General Luna	1,500.00
52. For the repair of Sumilang Barrio School Building, General Luna	1,500.00
53. For the repair of Bacong Ibaba Barrio School Building, General Luna	500.00
54. For the reconstruction of cemetery road, Guinayañgan	500.00
55. For the completion of Aloneros Barrio School Building, Guinayañgan	1,500.00
56. For the repair of the Home Economics Building, Guinayañgan	500.00
57. For the repair of municipal streets, Guinayañgan	1,000.00
58. For the repair of municipal streets, Macalelon	2,000.00
59. For the repair of Camohagin Barrio School Building, Gumaca	1,500.00
60. For the repair of San Vicente Barrio School Building, Gumaca	1,500.00
61. For the repair of Villa Perez Barrio School Building, Gumaca	1,500.00

62. For the repair of municipal streets, Mulanay	2,000.00
63. For the painting of the municipal building, Mulanay	1,000.00
64. For the construction of Gen. Vera's Canal in Tulay-buhañgin, Padre Burgos	10,000.00
65. For the completion of the Waterworks System, San Narciso	3,000.00
66. For the repair of municipal streets, Tagkawayan	3,000.00
67. For the repair of the Panaon Barrio School Building, Unisan	1,000.00
68. For the repair of the Mabini Barrio School Building, Unisan	500.00
69. For the repair of the Bonifacio Barrio School Building, Unisan	500.00

RIZAL

Roads

1. Municipal roads, San Juan del Monte.....	8,000.00
1-A. Villareal Street Extension	3,000.00
2. Concrete paving Corporal York Street, from Shaw Boulevard to General Pershing Street, Mandaluyong	11,000.00
3. Widening asphalt pavement of Shaw Boulevard, from Corporal York Street, southwards, Mandaluyong.....	3,000.00
4. Municipal roads and streets, Cainta	4,000.00
5. Asphalting municipal roads, Antipolo Poblacion	13,000.00
6. Main Street, Antipolo	2,000.00
7. Municipal roads, Muntinlupa	5,000.00
8. Municipal roads, Mandaluyong	5,000.00
9. Municipal roads, Jalajala	2,000.00
10. Municipal roads, Teresa	3,000.00
11. Municipal roads, Binangonan	2,000.00

Buildings

12. Elementary School Building, Dongalo, Parañaque	5,000.00
13. Cecilio Apostol Elementary School Building, Caloocan	5,000.00
14. High School Building, Caloocan	3,000.00
15. Public Market Building, Cardona	3,000.00
16. Montalban Presidencia, Montalban	4,000.00
17. Pateros Presidencia, Pateros	4,000.00
18. Public Market Buildings, Tanay.....	4,000.00
19. Municipal Building and Public Market, Montalban	9,000.00
20. Municipal Building and Public Market, Pateros	4,000.00
21. Municipal Building, San Mateo	4,000.00
22. Home Economics and Carpentry Shop Buildings, Taguig	3,000.00
23. Municipal Building, Tanay	4,000.00
24. Municipal Building Site, Cardona.....	2,000.00
25. Shop Building, Baras	2,000.00
26. Napindan Barrio School Building, Taguig	2,000.00
27. Municipal Building, Taytay	9,000.00

28. Municipal Building, Cainta	4,000.00
29. Elementary School Building, Santa Lucia, San Juan	4,000.00
30. Home Economics Building and Shop Buildings, Tarya, Navotas	4,000.00
31. Central School Building, Pililla	4,000.00
32. Elementary School Building, Tañgos, Navotas	5,000.00
33. Domestic Science Building, Tipas, Taguig	2,000.00
34. Elementary School Building, Pasig	5,000.00
35. Barrio School Building, Santo Niño, Marikina	5,000.00
36. Balara Primary School, Quezon City	2,000.00
37. Ususan Elementary School Building, Taguig	1,000.00
38. Hagonoy Elementary School Building, Taguig	1,000.00
39. Bagong-bayan Elementary School Building	1,000.00
40. Looc Elementary School Building, Cardona	3,000.00

Miscellaneous

41. Communal Irrigation Systems, Baras	2,000.00
42. Communal Irrigation Systems, Morong	5,000.00
43. Public plaza and park, Cardona	2,000.00
44. Public plaza and park, Antipolo	19,000.00
45. Artesian wells, Binangonan	3,000.00
46. Angono River Control, Angono	3,000.00
47. Public playground, Taytay	2,000.00
48. Public plaza, Malabon	5,000.00

Other Public Works Projects

49. For the construction of a room for home economics, Tanza Barrio School, Navotas	1,000.00
50. For the repair of Tangus Elementary School Building, Navotas	600.00
51. For the repair of the Elementary School Building, Navotas	600.00
52. For the repair of Daang Hari Elementary School Building, Navotas	800.00
53. For the repair of Bagumbayan Elementary School Building, Navotas	600.00
54. For the repair of the municipal market, Navotas	800.00
55. For the repair of the slaughter house, Navotas	600.00
56. For the construction of the municipal plaza, Malabon	5,000.00
57. For the improvement of Pang-Hulo Barrio School Building, Malabon	2,000.00
58. For the fencing of the Central School, Malabon	2,000.00
59. For the construction of Sangandaan Barrio School Building, Caloocan	8,000.00
60. For the fencing of Cubao Elementary School grounds, Quezon City	2,500.00
61. For the repair of toilet of Cubao Elementary School, Quezon City	1,500.00

62. For the improvements of La Loma Barrio School, Quezon City	3,000.00
63. For the improvements of San Jose, Quezon City	3,000.00
64. For the improvement of Santa Lucia School Buildings, San Juan.....	3,000.00
65. For the improvement of Jose Basa road, San Juan	2,000.00
66. For the improvement of provincial road, Mandaluyong	5,000.00
67. For the repair of school buildings, Makati	5,000.00
68. For the construction of a home economics building and shop, San Dionisio, Parañaque	2,000.00
69. For the construction of a home economics building, Dongalo Barrio School, Parañaque	1,000.00
70. For the construction of one additional room, Santo Niño School Building, Marikina	4,000.00
71. For the construction of Nangka Barrio School Building, Marikina	4,000.00
72. For the construction of the municipal building, San Mateo	4,000.00
73. For the painting of the Elementary School Building, Montalban.....	4,000.00
74. For the purchase of an additional school site, Talim, Binangonan	2,000.00
75. For the repair of municipal building, Cainta	5,000.00
76. For the repair of municipal roads and bridges, Taytay	4,000.00
77. For the drilling and construction of two artesian wells, Angono	3,000.00
78. For the construction of one garden house, Teresa	2,000.00
79. For the repair of Look Barrio School Building, Cardona	1,000.00
80. For the repair of Boor Barrio School Building, Cardona	500.00
81. For the repair of Dalig Barrio School Building, Cardona	500.00
82. For the construction of a municipal road to the lake, Baras	4,000.00
83. For the repair of municipal roads and bridges, Tanay	4,000.00
84. For the construction of one additional room, Quisao School, Pililla	1,500.00
85. For the construction of an additional room, Malaya Barrio School, Pililla....	1,500.00
86. For the repair of roads, Pililla	1,000.00
87. For the reconstruction of Bagumbong Barrio School Building, Jalajala	4,000.00

ROMBLON

Public Works Projects

1. For the construction of Boña Barrio School Building, Badajoz	4,000.00
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2. For the repair of Lubi Barrio School Building, Badajoz	1,000.00
3. For the construction of one additional room Lumbang Barrio School, Cajidiocan	4,000.00
4. For the repair of Mabini School Building, Corcuera	2,000.00
5. For the construction of Masudsud Barrio School Building, Concepcion	4,000.00
6. For the construction of one additional room, Tan-agan Barrio School, Despujols	3,000.00
7. For the construction of one additional room, Libtong Barrio School, Jones	4,000.00
8. For the construction of Icogon Barrio School Building, Looc	3,000.00
9. For the construction of Tampayan Barrio School Building, Magdiwang	3,000.00
10. For the repair and improvement of the Odioñgan Waterworks System, Odioñgan	5,000.00
11. For the construction of one additional room, Batiano Barrio School, Odioñgan	3,500.00
12. For the repair and improvement of the Romblon Waterworks System, Romblon	6,000.00
13. For the construction of Utod Barrio School, San Fernando	3,500.00
14. For the construction of Busay Barrio School Building, Santa Fe	4,000.00

SAMAR

Roads

1. Laoang Catubig Road	10,000.00
2. Laoang, Calumutan, Palapag Road	10,000.00
3. Quinapondan, Anislag Road	5,000.00

Miscellaneous

4. Construction of Barrio Pampang Wharf, Palapag	5,000.00
5. Construction of Wright Sea Wall	5,000.00
6. Lavezares Sea Wall	5,000.00
7. San Antonio Wharf	5,000.00
8. Allen Wharf	10,000.00

Buildings

9. Puericulture Center Building, Villareal	2,000.00
10. Municipal building, Santa Margarita	5,000.00
11. Elementary School Building, Oras	5,000.00
12. Elementary School Building, Dolores	3,500.00
13. Elementary School Building, Taft	3,000.00
14. Elementary School Building, Can-avid	2,000.00
15. Elementary School Building, San Policarpio	2,000.00
16. Elementary School Building, Quinapondan	1,000.00
17. Barrio School Building, Matarinao, Salcedo	1,000.00

18. Home Economics Building, Mercedes.....	2,500.00
19. Public School Buildings, Basey.....	5,000.00
20. Central School Building, Tarangnan.....	5,000.00

Other Public Works Projects

21. For the construction of the Laoang, Catubig Road	10,000.00
22. For the transfer of the terminal, Catarman Laoang Road, from Barrio Rawis to Talisay, Laoang	8,000.00
23. For the construction of the Laoang, Palapag Road	10,000.00
24. For the construction of a road from barrio Rosario to the Rosario mineral springs, Rosario, San Jose.....	5,000.00
25. For the construction of the San Miguel to Borobaybay road, Lavezarez.....	5,000.00
26. For the construction of the Lapineg to Gamay road	5,000.00
27. For the construction of a wharf at Lapineg	5,000.00
28. For the construction of a wooden bridge to connect the national road at Lope de Vega, Catarman	2,000.00
29. For the construction of Bugeo Barrio School Building, Mondragon.....	5,000.00
30. For the construction of Makiwalo Barrio School Building, Mondragon.....	5,000.00
31. For the construction of Bantayan Barrio School Building, Pambujan.....	5,000.00
32. For the construction of Dancalan Barrio School Building, Bobon.....	5,000.00
33. For the construction of Biri Barrio School Building, Bobon	5,000.00
34. For the construction of Rosario Barrio School Building, San Jose	5,000.00
35. For the construction of a wharf at Cawayan, Catarman	20,000.00
36. For the construction of the Pasigay Barrio School Building, Calbiga.....	1,000.00
37. For the construction of the Calampong Barrio School Building, Calbiga.....	1,000.00
38. For the construction of the Junior High School Building, Basey.....	5,000.00
39. For the construction of additional rooms (extension) Estaka Barrio School Building, Catbalogan	2,000.00
40. For the construction of additional rooms (extension) Bonoanan Barrio School Building, Catbalogan	1,000.00
41. For the repair and completion of the Kabugawan Barrio School Building, Catbalogan	1,000.00
42. For the construction of additional rooms (extension) Mahayag Barrio School Building, Catbalogan	1,000.00
43. For the construction of the Soong Barrio School Building, Daram	1,000.00
44. For the construction of the Bagacay Home Economics Building, Daram....	2,000.00

45. For the construction of additional rooms (extension) Baclayan Barrio School Building, Daram	2,000.00
46. For the construction of the Mayabay Barrio School Building, Daram.....	1,000.00
47. For the construction of the Birawan Barrio School Building, Daram.....	1,500.00
48. For the construction of the Pizarrio Barrio School Building, Gandara.....	1,000.00
49. For the construction of the Hampton Barrio School Building, Gandara.....	1,000.00
50. For the construction of the Buao Barrio School Building, Gandara.....	1,000.00
51. For the construction of the Concepcion Barrio School Building, Gandara.....	1,000.00
52. For the construction of the Concord Barrio School Building, Hinabangan.....	1,000.00
53. For the construction of the Osmeña Barrio School Building, Hinabangan.....	1,000.00
54. For the construction of the Central School Building, Matuguinao.....	2,000.00
55. For the construction of the Home Economics Building, Matuguinao	2,000.00
56. For the construction of the Villahermosa Barrio School Building, Santo Niño..	1,000.00
57. For the construction of the Ilijan Barrio School Building, Santo Niño.....	1,000.00
58. For the construction of the Igang-Igang Barrio School Building, Santa Rita	1,000.00
59. For the construction of the Santa Elena Barrio School Building, Santa Rita	1,000.00
60. For the construction of the Anibongon Barrio School Building, Santa Rita.....	1,000.00
61. For the repair of the Central School Building, Talalora	1,000.00
62. For the construction of the Home Economics Building, Talalora	2,000.00
63. For the construction of the Tatabunan Barrio School Building, Talalora.....	1,000.00
64. For the construction of the Majacub Barrio School Building, Tarangnan...	2,000.00
65. For the construction of the Bonga Barrio School Building, Tarangnan.....	1,000.00
66. For the construction of the Santo Niño Barrio School Building, Villareal.....	1,000.00
67. For the construction of the Olayan Barrio School Building, Villareal.....	1,000.00
68. For the construction of the Lukilukon Home Economics Building, Wright.....	1,500.00
69. For the construction of the Botaira Barrio School Building, Zumarraga...	1,000.00
70. For the repair of the San Isidro Barrio School Building, Zumarraga.....	1,000.00
71. For the construction of the Tinaogan Barrio School Building, Zumarraga...	1,000.00
72. For the construction of additional rooms (extension) of the Central School Building, Jiabong	2,000.00

73. For the construction of the Public Park at Bañgon, Catbalogan	5,000.00
74. For the continuation of the Feeder Road, Villareal	4,000.00
75. For the continuation of the Tarangnan-Pagsanjan Road, Tarangnan.....	5,000.00
76. For the continuation of the Zumarraga-Macalunod-Mualbual Road, Zumarraga	4,000.00
77. For the construction of the Zumarraga-San Isidro-Bioso Road, Zumarraga....	4,000.00
78. For the survey of the San Andres-Talalora-Villareal Waterworks System, Talalora	2,000.00
79. For the repair of the Silanga Public Streets, Catbalogan	4,000.00
80. For the continuation of the Feeder Road, Pinabacdao	3,000.00
81. For the construction of the Sugod Barrio School Building, Almagro	1,000.00
82. For the construction of the municipal Building, Tarangnan	2,000.00
83. For the construction of the Balocawe Barrio School Building, Almagro	1,000.00
84. For the construction of the Guian-ansan Barrio School Building, Almagro	1,000.00
85. For the construction of the Tizon (New Palencia) School Building, Tarangnan	1,000.00
86. For the construction of the Cabonga-an Barrio School Building, Tarangnan....	1,000.00
87. For the construction of the Darahoway Barrio School Building, Catbalogan	1,000.00
88. For the construction of the Home Economics Building, Jiabong	2,000.00
89. For the construction of an Annex, Central School Building, San Sebastian....	2,000.00
90. For the construction of an Annex, Central School Building, Marabut	1,500.00
91. For the construction of an Annex, Central School Building, Motiong	1,500.00
92. For the construction of the San Sebastian-Hita-asan Feeder Road, San Sebastian	2,000.00
93. For the construction of the San Antonio School Building, Basey	1,000.00
94. For the construction of the Tinaogan School Building, Basey	1,000.00
95. For the completion of the school buildings of barrios Binogauan and Alungan, San Policarpo, at ₱500 each.....	1,000.00
96. For the repair of the municipal building, San Policarpo	1,000.00
97. For the completion of the Elementary School Building, Oras	2,000.00
98. For the completion of the school buildings of barrios Pangpang, Cagpili and Buntay, Oras, at ₱500 each	1,500.00
99. For the repair of the Central School, Jipapad	1,000.00

100. For the completion of the Junior High School Building, Dolores	5,000.00
101. For the completion of the school buildings of barrios Dapdap, Malobago, and Arogaña, Dolores, at ₱500 each	1,500.00
102. For the repair of the municipal building, Can-avid	1,000.00
103. For the completion of the school buildings of barrios Carolina, Cansangaya and Camentang, Can-avid, at ₱500 each	1,500.00
104. For the completion of the Junior High School Building, Taft	5,000.00
105. For the repair of the Malinao Barrio School Building, Taft	1,000.00
106. For the asphaltting of a segment of the National Road between the town proper and the Taft Bridge, Taft	4,000.00
107. For the repair of the municipal building, San Julian	1,000.00
108. For the repair of the Pagbabangnan Barrio School Building, San Julian	1,000.00
109. For the repair of the municipal Building, Sulat	2,000.00
110. For the construction of the public market, Borongan	20,000.00
111. For the repair of the school buildings of barrios Bugas, Sta. Fe, San Saturnino, Maypangdan, Pipilitan, Sabang, Isla de Ando, Lalawigan, Maydolong, Tabok, Poro Halipot, Poro Halaba, San Gabriel, Guintaguican, San Jose and Omawas, Borongan	6,500.00
112. For the repair of the municipal building, Borongan	9,000.00
113. For the construction of the Junior High School Building, Llorente	13,000.00
114. For the repair of the Elementary School Building, Hernani	2,000.00
115. For the repair of the school buildings of barrios Nagaha, Carmen and Datang, Hernani, at ₱500 each	1,500.00
116. For the construction of the municipal building, General MacArthur	4,000.00
117. For the completion of the municipal building, Giporlos	1,000.00
118. For the construction of the municipal building, Guiuan	8,000.00
119. For the completion of the Home Economics Building, Guiuan	2,000.00
120. For the repair of the school buildings of barrios Santa Margarita, Santo Niño and San Pedro, Quinapondan, at ₱500 each	1,500.00
121. For the repair of the Elementary School Building, Mercedes	1,000.00
122. For the repair of the Elementary School Building, Balangiga	1,000.00

SORSOGON

Buildings

1. Sorsogon High School Building, Sorsogon	150,000.00
2. Barrio school building, San Roque, Bulusan	5,000.00

Other Public Works Projects

3. For the construction of Rizal Park, Bulan	15,000.00
4. For the construction of the High School Building, Irosin	13,000.00
5. For the construction of a market seawall, Bulan	10,000.00
6. For the construction of Gabao road and bridge, Irosin	10,000.00
7. For the construction of the municipal building, Matnog	18,000.00
8. For the construction of San Antonio Irrigation System, Barcelona	15,000.00
9. For the construction of the Prieto Diaz-Malabong road, Prieto Diaz	15,000.00
10. For the construction of Buhang Barrio School Building, Bulusan	2,000.00
11. For the construction of Payawin Barrio School Building, Gubat	2,000.00
12. For the completion of the municipal building, Bacon	4,000.00
13. For the construction of Punong Barrio School Building, Casiguran	4,000.00
14. For the completion of the municipal building, Castilla	12,000.00
15. For the construction of Jagosara Barrio School Building, Juban	4,000.00
16. For the completion of the municipal building and improvement of the site, Donsol	8,000.00
17. For the completion of the municipal building, Magallanes	4,000.00
18. For the completion of Bayasong Barrio School Building, Pilar	2,500.00
19. For the construction of Putiao Public Market Building, Pilar	7,500.00
20. For the construction of Pamurayan Barrio School Building, Sorsogon.....	4,000.00
21. For the construction of Gatbo Barrio School Building, Bacon	4,000.00
22. For the construction of San Roque Barrio School Building, Bacon	4,000.00
23. For the construction of the High School Building, Casiguran	5,000.00
24. For the construction of Cumadcad Barrio School Building, Castilla	4,000.00
25. For the construction of Macalaya Barrio School Building, Castilla	4,000.00
26. For the construction of Banuan-Gurang Barrio School Building, Donsol	4,000.00

27. For the construction of Santa Cruz Barrio School Building, Donsol	4,000.00
28. For the construction of Gimagaan water-works system, Donsol	4,000.00
29. For the construction of Caruhayon Barrio School Building, Juban	4,000.00
30. For the construction of Tula-Tula Barrio School Building, Magallanes	4,000.00
31. For the construction of Dapdap Barrio School Building, Pilar	4,000.00
32. For the completion of the Abas School Building, Pilar	2,500.00
33. For the completion of the Guinlajon School Building, Sorsogon.....	2,500.00

SULU

Public Works Projects

1. For the completion of the Obol wharf, Simunul, Sulu	15,000.00
2. For the completion of the Sibutu wharf, Sibutu, Sulu	15,000.00
3. For the construction of the Koloh road (including the construction of a small bridge across the Maimbung river)....	5,000.00
4. For the construction of the Busbus road, Jolo, Sulu	35,000.00
5. For the completion of the Hawan causeway, and purchase of its right-of-way	15,000.00
6. For the reconstruction of Bato Bato Hospital, Sulu	15,000.00

SURIGAO

Roads

1. Camp Bacuag-Payapag road, Bacuag, Surigao	10,000.00
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Buildings

2. Public buildings, Numancia	1,000.00
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Other Public Works Projects

3. For the construction of a Bailey Bridge across Liñgig River, Liñgig.....	10,000.00
4. For the continuation of the Lanuza-Tandag Road	40,000.00

TARLAC

Roads

1. San Agustin barrio road, Victoria	3,000.00
2. Bantog barrio road, Victoria.....	2,000.00
3. Matayumtayum barrio road, La Paz	3,000.00
4. Lomboy barrio road, La Paz	2,000.00

Buildings

5. High School Building, Victoria.....	5,000.00
6. Public School Building, Moncada	12,000.00
7. Public School Building, Pura	4,000.00
8. Public School Building, San Manuel	3,000.00
9. Public School Building, Ramos	3,000.00

10. Moncada Presidencia, Moncada	27,000.00
11. Public Plaza and streets, around Plaza, Panique	4,000.00
12. Baling Canaway Barrio School Building, Tarlac	4,000.00
13. Santo Cristo Barrio School Building, Tarlac	4,000.00
14. Tibag Barrio School Building, Tarlac	2,000.00
15. San Francisco Barrio School Building, Concepcion	2,000.00
16. Caluluan Barrio School Building, Con- cepcion	4,000.00
17. Talimondoc Barrio School Building, Con- cepcion	2,000.00
18. Telabanca Barrio School Building, Con- cepcion	2,000.00

Other Public Works Projects

19. For barrio roads and repair and con- struction of schools, Camiling	15,000.00
20. For barrio roads and repair and con- struction of schools, Panique	12,000.00
21. For barrio roads and repair and con- struction of schools, Gerona	12,000.00
22. For barrio roads and repair and con- struction of schools, Moncada	12,000.00
23. For barrio roads and repair and con- struction of schools, Santa Ignacia	12,000.00
24. For barrio roads and repair and con- struction of schools, Pura	7,000.00
25. For barrio roads and repair and con- struction of schools, Mayantoc	6,000.00
26. For barrio roads and repair and con- struction of schools, San Manuel	6,000.00
27. For barrio roads and repair and con- struction of schools, San Clemente....	6,000.00
28. For barrio roads and repair and con- struction of schools, Anao	6,000.00
29. For barrio roads and repair and con- struction of schools, Ramos	6,000.00
30. For public works projects in the Sec- ond District of Tarlac	100,000.00

ZAMBALES*Buildings*

1. Elementary School Building, Santa Ma- ria, Castillejos	5,000.00
2. Elementary School Building, Iba.....	5,000.00

Other Public Works Projects

3. For the construction of the Santa Maria Elementary School, Castillejos	20,000.00
4. For the repair of the Municipal Build- ing, San Marcelino	5,000.00
5. For the repair and maintenance of com- munal irrigation systems, San Mar- celino	5,000.00

6. For the completion of public market of San Marcelino	5,000.00
7. For the construction of Municipal Building of Cabangan	10,000.00
8. For the construction of side tiendas in the public market of Botolan	3,500.00
9. For the acquisition of private lots in front of public market along the highway, Botolan	2,500.00
10. For the construction of permanent stage in Botolan	5,000.00
11. For the completion of water system (pump) of Palauig	3,000.00
12. For the repair or extension of Maloma Elementary School	3,000.00
13. For the repair and remodelling of municipal building, San Antonio.....	10,000.00
14. For the repairs or extension of barrio schools, San Narciso	9,000.00
15. For the La Paz Elementary School, San Narciso	2,000.00
16. For the Libertador Elementary School, Candelaria	5,000.00
17. For two (2) barrio schools of Santa Cruz	2,000.00
18. For various irrigation systems in the Province of Zambales.....	10,000.00

ZAMBOANGA

Roads

1. Central Aurora-Liargo Road, Aurora....	5,000.00
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Buildings

2. Municipal Library Building, Pagadian	1,000.00
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Other Public Works Projects

3. Aid for the construction and/or repair of the Liargo Intermediate School Building, Aurora	2,000.00
4. Aid for the construction and/or repair of the Commonwealth Primary School, Aurora	1,000.00
5. Aid for the completion of the Dapitan Central School, Dapitan	2,000.00
6. Aid for the construction and/or repair of the Sibutad and Marapong Vecinal Road to National Highway, Dapitan	2,000.00
7. For the surfacing and maintenance of the Dipolog-Sancol Road, Dipolog	3,000.00
8. Aid for the construction of a new municipal building, Margosatubig	4,000.00
9. Aid for the construction and/or repair of Salug Elementary School, Molave.....	1,000.00
10. Aid for the construction and/or repair of the San Isidro Gomosan Vecinal Road, Molave	1,000.00

11. Aid for the construction and/or repair of vecinal roads and bridges, Pagadian.....	4,000.00
12. Aid for the construction and/or repair of the Salug-Sindañgan Elementary School Building, Sindañgan	1,000.00
13. Aid for the construction and/or repair of vecinal roads in the Poblacion, Siocon	4,000.00
14. Aid for the repair of the Talon-Talon Road, City of Zamboanga	4,000.00
15. Aid for the construction of a road passing through veterans' sub-divided lots, City of Zamboanga	4,000.00
16. Aid for the repair of the Santa Maria Elementary School Building, City of Zamboanga	2,000.00
17. Aid for the repair of the vecinal roads, Barrio Tetuan, City of Zamboanga.....	2,500.00
18. Aid for the construction and/or repair of the Lamitan Central School Building, City of Basilan	2,000.00
19. Aid for the construction and/or repair of the Cabobo Shop Building, City of Basilan	1,000.00
20. For the repair of vecinal roads in Isabela, City of Basilan	4,000.00
21. Aid for the construction and/or repair of the Isabela-Maluso Road, City of Basilan	5,500.00
(b) For such public improvements as may be authorized by the President upon recommendation of the Speaker	1,600,000.00
Total	<u><u>₱12,266,500.00</u></u>

B. PUBLIC BUILDINGS

(c) For the maintenance, alteration, repair, reconstruction, and construction of national buildings	₱3,500,000.00
1. For the repair, improvement and alteration of the building occupied by the Philippine Charity Sweepstakes to be charged against the Sweepstakes fund..... (₱70,000.00)	
Total	<u><u>₱3,500,000.00</u></u>

C. HIGHWAYS

(d) For the construction, reconstruction, improvement and extension of National Roads and Bridges including the purchase of necessary supplies, materials and equipment:	
1. Abra-Kalinga Road:	
a. Province of Abra	₱50,000.00
b. Mountain Province	50,000.00

2. Abra-Ilocos Norte Road:	
a. Province of Abra	25,000.00
b. Province of Ilocos Norte.....	25,000.00
3. Ilocos Norte-Apayao (Solana-Cabagao) Road:	
a. Province of Ilocos Norte	50,000.00
b. Mountain Province	25,000.00
4. Pangasinan-La Union (Mangaldan-San Fabian-Santo Tomas) Road	100,000.00
5. Mountain Province-Cagayan (Tabuk-Enrile) Road:	
a. Mountain Province	50,000.00
b. Province of Cagayan	40,000.00
6. Roxas Boulevard, Roxas City, Capiz	75,000.00
7. Ilocos Norte-Cagayan Road:	
a. Province of Ilocos Norte	40,000.00
b. Province of Cagayan	40,000.00
8. Cervantes-Mankayan Road:	
a. Province of Ilocos Sur	50,000.00
b. Mountain Province	50,000.00
9. Lingayen-Baguio Road:	
a. Province of Pangasinan	100,000.00
10. Mountain Province-Nueva Vizcaya (Benguet-Kayapao) Road:	
a. Mountain Province	50,000.00
b. Province of Nueva Vizcaya	50,000.00
11. Pangasinan-Nueva Vizcaya (San Nicolas-Imugan) Road:	
a. Province of Pangasinan	75,000.00
b. Province of Nueva Vizcaya	40,000.00
12. Angeles-Porac-Dinalupihan Road:	
a. Province of Pampanga	90,000.00
b. Province of Bataan	25,000.00
13. San Clemente (Tarlac)-Lingayen Pangasinan) Road:	
a. San Clemente-Mangatarem	30,000.00
b. To Lingayen	50,000.00
14. Basco-Makato-Cuyugan-Mahatao Road:	
a. Province of Batanes	35,000.00
15. Pangasinan-Tarlac Road:	
a. Bayambang-Camiling Section	100,000.00
b. Bayambang-San Carlos-Lingayen Section	50,000.00
15. Lemery-Tagaytay Road; Province of Batangas	50,000.00
17. Cagayan Valley Road:	
a. Province of Nueva Vizcaya.....	50,000.00
b. Province of Isabela.....	50,000.00
c. Province of Cagayan.....	50,000.00
18. Pampanga-Bulacan (Candaba-Bahay Pare-Baliuag) Road:	
a. Province of Pampanga.....	60,000.00
19. Loay Interior Road:	
a. Province of Bohol	70,000.00
20. Gumaca-Catanauan-Mulanay-San Narciso Road:	
a. Province of Quezon	70,000.00
21. Manila South Road:	
a. Province of Laguna	50,000.00

b. Province of Quezon	50,000.00
c. Province of Camarines Norte.....	100,000.00
d. Province of Camarines Sur.....	50,000.00
e. Province of Albay	50,000.00
f. Province of Sorsogon	50,000.00
22. Bato-Viga-Bacon Road:	
a. Province of Catanduanes	70,000.00
23. Dalaguete-Badian Road:	
a. Province of Cebu	50,000.00
24. Cebu South Road	100,000.00
25. Bato-Sogod Road:	
a. Province of Leyte	50,000.00
26. Bongabong-San Jose Road:	
a. Province of Oriental Mindoro....	75,000.00
b. Province of Occidental Mindoro	50,000.00
27. San Teodoro-Puerto Galera Road:	
a. Province of Oriental Mindoro....	70,000.00
b. Province of Occidental Mindoro	20,000.00
28. Kabankalan-Agricultural School-Bais Road:	
a. Province of Occidental Negros..	80,000.00
29. Tolong Nuevo-Kabankalan Road:	
a. Province of Oriental Negros.....	50,000.00
b. Province of Occidental Negros....	50,000.00
30. Nueva Ecija-Quezon (Bongabon-Baler) Road:	
a. Province of Nueva Ecija.....	75,000.00
b. Province of Quezon	50,000.00
31. Manila-East Road:	
a. Province of Rizal	50,000.00
32. Antipolo-Teresa-Morong Road:	
a. Province of Rizal	50,000.00
33. Puerto Princesa-North Road:	
a. Province of Palawan	50,000.00
34. Puerto Princesa-South Road:	
a. Province of Palawan	70,000.00
35. Badajos-Odiongan-Alcantara Road:	
a. Province of Romblon	50,000.00
36. Cataingan-Placer Road:	
a. Province of Masbate.....	50,000.00
37. Manila North Road:	
a. San Fernando and Angeles Di- version Roads	80,000.00
b. Province of Pangasinan.....	80,000.00
c. Province of La Union.....	50,000.00
d. Province of Ilocos Norte.....	50,000.00
38. Capiz-Antique Road:	
a. Province of Capiz.....	80,000.00
b. Province of Antique.....	80,000.00
39. Iloilo-Antique Road:	
a. Province of Iloilo	60,000.00
b. Province of Antique	60,000.00
40. Iloilo-Capiz (Tapaz-Sigma) Road:	
a. Province of Capiz	100,000.00
41. Calbayog-Catarman Road:	
a. Province of Samar	100,000.00
42. Wright-Taft-Borongan Roads:	
a. Province of Samar	100,000.00
43. Agusan-Davao Road:	
a. Province of Agusan	200,000.00

b. Province of Davao	70,000.00
44. Bukidnon-Cotabato Road:	
a. Province of Bukidnon.....	75,000.00
b. Province of Cotabato.....	50,000.00
45. Cotabato-Davao Road:	
a. Province of Cotabato.....	100,000.00
b. Province of Davao.....	70,000.00
46. Digos-Malalag-Makar Road:	
a. Province of Davao.....	100,000.00
b. Province of Cotabato.....	60,000.00
47. Cotabato-Lubuagan-Sapacan M a k a r Road:	
a. Province of Cotabato.....	100,000.00
48. Malabang-Masibay-Maitumaig Road:	
a. Province of Lanao.....	80,000.00
49. Tubod-Ganassi Road:	
a. Province of Lanao.....	80,000.00
50. Iligan-Dansalan Road:	
a. Province of Lanao.....	70,000.00
51. Lanao-Zamboanga Road:	
a. Province of Lanao.....	75,000.00
b. Province of Zamboanga.....	25,000.00
52. Pagadian-Kabasalan-Zamboanga City Road:	
a. Province of Zamboanga.....	250,000.00
b. City of Zamboanga.....	80,000.00
53. Pagadian-Misamis Occidental Road:	
a. Province of Zamboanga.....	70,000.00
b. Province of Misamis Occidental.....	70,000.00
54. Ozamiz-Oroquieta-Dipolog Road:	
a. Province of Misamis Occidental.....	75,000.00
b. Province of Zamboanga.....	50,000.00
55. Carrascal-Lanuza-Liang Road:	
a. Province of Surigao.....	80,000.00
56. Talomo-Toril Road:	
a. City of Davao	60,000.00
57. Isabela-Maluso Road:	
a. City of Basilan	30,000.00
58. Ganassi-Lumbatan-Malumboc-Dansalan Road:	
a. Province of Lanao.....	50,000.00
59. Lanao-Cotabato Road:	
a. Province of Lanao.....	70,000.00
b. Province of Cotabato.....	40,000.00
60. Oriental Misamis-Agusan Road:	
a. Province of Oriental Misamis.....	175,000.00
b. Province of Agusan.....	25,000.00
61. Baguio-Bontoc Road:	
a. Sub-province of Benguet.....	40,000.00
b. Sub-province of Bontoc.....	20,000.00
62. Commonwealth Avenue:	
a. Quezon City	600,000.00
63. Manila-Novaliches-Ipo Road:	
a. Quezon City	200,000.00
64. San Antonio - Guagua - Floridablanca - Basa Field Road:	
a. Province of Pampanga.....	170,000.00

65. Pampanga-Nueva Ecija Road:	
a. Province of Pampanga.....	70,000.00
b. Province of Nueva Ecija.....	30,000.00
66. Nueva Ecija-Tarlac (via Arayat-Magalang-Concepcion) Road:	
a. Province of Pampanga.....	60,000.00
Total	<u><u>₱7,535,000.00</u></u>

(e) For the construction, reconstruction and improvement of provincial and city roads and bridges, including the purchase of necessary materials and equipment:

1. Province of Abra	₱40,000.00
(a) Bucay-Sallapadan Road	
(b) Pilar-Dalit Road	
(c) San Juan-Lagayan Road	
(d) Bucay-Manabo-Tuba Road	
(e) San Isidro-Villaviciosa Road	
(f) Villaviciosa-Manabo Road	
(g) Bituen-Locub Road	
2. Province of Agusan	45,000.00
(a) Bagonay - Colorado - Jabonga Road	
(b) Payhay - Santiago - Tinigbasan Road	
(c) Babuan-Amparo Road	
3. Province of Albay	70,000.00
(a) Polangui-Buhi Road	
(b) Legaspi-Manito Road	
(c) Libog - Salvacion - Sula - Cagararay Road	
(d) Batan-Rapu-Rapu Road	
4. Province of Antique	40,000.00
(a) San Remigio-Leon Road	
5. Province of Bataan	30,000.00
(a) Bagac-Moron Road	
6. Province of Batanes	30,000.00
(a) San Vicente-Gavidug-Chavayen-Sumuanga-Nakanonual Road, Sabtang Island	
(b) Mayan-Raile-Mauyan Road, Itbayat Island	
7. Province of Batangas	90,000.00
(a) Lemery-Agoncillo Road	
(b) San Juan-Laiya Road	
(1) Puting Buhangin Bridge	
(2) Buhay na Sapa Bridge	
(c) Talisay-Tagaytay Road	
8. Subprovince of Benguet	25,000.00
(a) Amburayan-Kibungan Road	
9. Province of Bohol	225,000.00
(a) Bilar-Dimiao Road	
(b) Sierra Bullones-Butuanan Road	
(c) Balilihan-Clarin Road	
(d) Ubay-Tapal Road	
(e) Sikatuna-Loboc Road	

	(f) Mahayag-Lanao Road	
	(g) Carmen-Vallehermoso Road	
	(h) Mayhayag (Trinidad)-Jetafe Road	
10.	Province of Bukidnon	40,000.00
	(a) Indahog-Kiliog Road	
	(b) Junction-Alanib Road	
11.	Province of Bulacan	100,000.00
	(a) Bigaa-Pandi Road	
	(b) Obando-Bulio Road	
	(c) Bocaue-Santa Maria-San Jose Road	
12.	Province of Cagayan	80,000.00
	(a) Buguey Bridge	
13.	Province of Camarines Norte	40,000.00
	(a) Vinzons-Labo Road	
	(b) Tulay na Lupa Road, Labo	
	(c) Labo-Capalonga Road	
14.	Province of Camarines Sur	120,000.00
	(a) Lagonoy-Caramoan Road	
	(b) Nabua-Sirumag Road	
	(c) Goa-Tinambac Road	
	(d) Ragay-Del Gallego Road	
15.	Province of Capiz	250,000.00
	(a) Panay-Pawa Road	
	(b) Altavas-Jamindan-Tapaz Road	
	(c) Malay-Buruanga Road	
	(d) Navas-Buruanga Road	
	(e) Mambusao-Dumalag Road	
	(f) Mambusao-Jamindan-Tapaz Road	
16.	Province of Catanduanes	50,000.00
	(a) Viga-Tambongon Road	
	(b) Supand-Caramoran Road	
17.	Province of Cavite	80,000.00
	(a) Maragondon-Magallanes-Katinga Road	
	(b) General Trias-Amadeo Road	
	(c) Maragondon-Bailen Road	
	(d) Tanza-Quintana Road	
18.	Province of Cebu	100,000.00
	(a) Sibonga-Dumanjug Road	
	(b) Boljoon-Malabuyoc Road	
	(c) Sogod-Brobon-Tabagon Road	
	(d) Dalaguete-Alegria Road	
19.	Province of Cotabato	270,000.00
	(a) Quilida-M'land-Buluan Tacurog Road	
	(b) Parang-Buldon Road	
	(c) Nuro-Mati Road	
20.	Province of Davao	250,000.00
	(a) Lupon-Mati-Surigao-Boundary Road	
	(b) Davao-Agusan Junction-Compostela Road	
	(c) Malabang-Malita Road	
	(d) Pinatubo Junction Road	
21.	Province of Ilocos Norte	50,000.00
	(a) Vintar-Pallas-Piddig Road	
	(b) Batoc-Banna Road	

	(c) Dingras-San Nicolas-La o a g Road	
	(d) Batoc-Banna Road	
	(e) Dingras-San Nicolas-La o a g Road	
22.	Province of Ilocos Sur	100,000.00
	(a) Santa Maria-Burgos-Lidlidda-Banayoyo Road	
	(b) Cabugao-Salomague Road	
	(c) C a n d o n-Bauguen-Cervantes Road	
23.	Province of Iloilo	75,000.00
	(a) Lambunao-Pototan Road	
	(b) Pavia-San Miguel Road, via Hibao-an	
	(c) San Miguel-Alimondian Road	
	(d) Dingle-San Enrique Road via Maroboro including Maroboro Bridge	
	(e) Lambunao-Pasig Road	
	(f) Santa Barbara-Pavia Road via Balabag	
	(g) Santa Barbara-Leganas Road via Cabugao	
	(h) Barotac Nuevo-Dingle Road	
	(i) Zarraga-Lucena Road via Dawis (Zarraga)	
	(j) B a r o t a c Viejo-San Rafael Road	
	(k) Tubungan-Igbaras Road via Barrio Alameda	
	(l) Ajuy-Zara Road via Butuan and Madarang	
	(m) Lambunao-Palaton Road	
24.	Province of Isabela	50,000.00
	(a) Naguilian-San Mariano Road	
	(b) Jones-San Agustin Road	
25.	Province of Laguna	70,000.00
	(a) Santa Cruz-Calumpang-Nagcarlan Road	
	(b) Santa Rosa-Santo D o m i n g o Road	
26.	Province of Lanao	85,000.00
	(a) Malabang-Limbatan Road	
	(b) Mamungan-Buman Road	
	(c) Lala Road	
27.	Province of La Union	35,000.00
	(a) Naguilian-Bagulin Road	
	(b) Balaoan-Santol Road	
	(c) San Fernando-Bagulin Road	
	(d) Darigayos-Luna-Balaran Road	
	(e) Luna-Bacnotan Road	
28.	Province of Leyte	175,000.00
	(a) Liloan-Pintuyan Road	
	(b) Burauen-Albuera Road	
	(c) Capoocan-Lugto Road	
	(d) Biliran-Naval Road	
	(e) Palompon-Villaba Road	
	(f) Villaba-San Isidro Road	

29. Province of Marinduque	20,000.00
(a) Bantad-Sawi Road	
(b) Bantad-Luleasnin Road	
30. Province of Masbate	40,000.00
(a) San Jacinto-Ago Road	
(b) Aroroy Junction-M a n d a o n Road	
31. Province of Oriental Mindoro	170,000.00
(a) Bongabon-Masaguisi Road	
(b) Nag-iba-Bacungan-Pal b u t i - caan Road	
(c) Buhangin-Barcenaga-B o l b o g Road	
(d) San Agustin-Pinagsabangan Road	
(e) Pinagsabangan-Mapalo Road	
(f) Bulwagan Bridge	
(g) Nubuslot-Batingan Road	
(h) Casilagan-Matungao-Leuteboro Road	
(i) Provincial Road Junction to Bulawagan Bridge	
(j) Roxas-Cantel-Dayhagan-Labo- nan Road	
32. Province of Occidental Mindoro	80,000.00
(a) Tilik-Agkawayan-Look Road	
(b) Mamburao-Palauan Road	
33. Mountain Province	70,000.00
(a) Banawe-Mayayao Road	
(b) Lubuagan-Tarodan Road	
(c) Kabugao-Luna Road	
34. Province of Nueva Ecija	120,000.00
(a) Tablang-Laur-Bitulok Road	
(b) Muñoz-Lupao Road	
(c) Cuyapo-N a m p i c u a n Road (Nampicuan)	
(d) Tablang-Dingalan Road	
35. Province of Nueva Vizcaya	50,000.00
(a) Bambang-Kasibu-Pin a p n a - gan Road	
36. Province of Misamis Occidental.....	25,000.00
(a) Oroquieta-Lopez Jaena-Plari- del Road	
37. Province of Misamis Oriental	150,000.00
(a) Padre Burgos Road, Cagayan de Oro	
(b) Jasaan-Claveria-G i n g o o d Road	
(c) Cagayan-Claveria Road	
38. Province of Negros Occidental.....	100,000.00
(a) Kabankalan-Salong Road	
(b) Victorias Boulevard, Victorias	
(c) Kabankalan-H i m a m a y l a n Road	
(d) Lopez-Jaena Road, Sagay	
(e) Makasilaw Road, Calatrava	
(f) Bacolod-Murcia-M a m b u c a l Road	
(g) Kabankalan-Ilog Road	

	(h) Daga Branch Road from National Highway, Cadiz	
	(i) Kawayan-Simalay Road	
	(j) Bago-Maao Road	
	(k) Maao-San Miguel Road	
39. Province of Negros Oriental		50,000.00
	(a) Bais-Kabankalan Road	
	(b) Mabaha-Mampalasan-Bagtio-Casyahan-Lapay-Talong Road	
40. Province of Palawan		90,000.00
	(a) Araceli-Dumaran Road	
	(b) Taytay-Bato-Poneal Road	
	(c) Cuyo Circumferential Road	
	(d) Brooke's Point-Mambalat Road	
41. Province of Pampanga		300,000.00
	(a) Guagua-Sexmoan Road	
	(b) Bacolor-Porac Road	
	(c) Malabalacat-Magalang Road	
	(d) Bahay Pare Bridge	
	(e) Apalit-Macabebe-Masantol Road	
	(f) Santa Ana-Candaba Road	
	(g) Guagua-Santa Rita-Porac Road	
	(h) Bacolor-Santa Rita Road	
	(i) San Fernando Market and Poblacion Roads	
	(j) San Fernando (San Matias)-Minalin Road	
42. Province of Pangasinan		500,000.00
	(a) Burgos-Agno Road	
	(b) San Manuel-San Nicolas Road	
	(c) Dagupan-San Fabian Road	
	(d) Pasibi Road-Urbiztondo	
	(e) San Jacinto-Pozorrubio Road	
	(f) Aguilar-San Carlos Road	
	(g) Mangatarem-Urbiztondo Road	
	(h) Binmaley-Dagupan Road	
	(i) Malasiqui-San Carlos (via Bastista) Road	
43. Province of Quezon		120,000.00
	(a) Casiguran Port Road	
	(b) Mulanay-Aurora Road	
	(c) Unisan-Pitogo-Junction Road	
	(d) Lopez-Lalaguna Road	
	(e) Perez-Alabat-Quezon Road	
	(f) Dingalan-Bitulog Road	
44. Province of Rizal		50,000.00
	(a) Pililla Junction-Jalajala Road	
	(b) Circumferential Road, Antipolo	
	(c) Semi-circumferential Road (San Nicolas-Sugud Section), Pasig	
	(d) J.P.R. Extension to Rizal Avenue Extension, Caloocan	
	(e) Antipolo-Morong Road, via Teresa	

	(f) Malabon-Navotas Road	
	(g) Binangonan-Morong Road	
	(h) Letro-Malabon Road	
	(i) Antipolo-Bosoboso Road	
	(j) Bayambayanan-Mariquina-San Mateo-Montalban Road	
45. Province of Romblon	.....	85,000.00
	(a) Ipil-Agtiwa Road	
	(b) Badajoz-Tugdan Road	
	(c) Guinhay-an-Santa Fe Road	
	(d) Lumbang (Sibuyan) Road	
46. Province of Samar	.....	340,000.00
	(a) Oras-Catubig Road	
	(b) Basey-Balangiga Road	
	(c) Gandara-Catubig Road	
	(d) Basey-La Paz Road	
	(e) Oras-San Policarpio Road	
	(f) Dolores-Oras Road	
47. Province of Sorsogon	.....	50,000.00
	(a) Bulan Airport-San Francisco-Magallanes	
	(b) San Roque-Magdalena Road	
	(c) Putiao-Donsol Road	
	(d) Donsol-Banuag-Gurang Road	
48. Province of Sulu	.....	20,000.00
	(a) Indiana-Lara Road	
49. Province of Surigao	.....	100,000.00
	(a) Dinagat-Cagdianao Road	
	(b) Dara-Numancia Road	
	(c) Anao-aon-Malimono Road	
50. Province of Tarlac	.....	50,000.00
	(a) Moncada-Burgos-Camiling Road	
	(b) Tibag-Burgos Road	
	(c) Moncada-Anao-Nampicuan Road	
51. Province of Zamboanga	.....	350,000.00
	(a) Sindangan-Liloy Road	
	(b) Liloy-Titay-Sanito Road	
	(c) Salug-Molave-Dipolog Road	
52. Province of Zambales	.....	10,000.00
	(a) San Felipe-Cabangan Road	
53. City of Bacolod	.....	50,000.00
	(a) Sum-ag-Punta Taytay Road and other roads	
54. City of Baguio	.....	80,000.00
	(a) Asin Road	
	(b) Santo Tomas Road	
55. City of Basilan	.....	20,000.00
	(a) Paranbasak-Logages Road	
	(b) Kalagbato-Balabo Road	
56. City of Calbayog	.....	25,000.00
	(a) Improvement of city streets	
57. City of Cavite	.....	25,000.00
	(a) Improvement of city streets	
58. City of Cebu	.....	30,000.00
	(a) Tres de Abril Street	
	(b) Vilas Street	
59. City of Dagupan	.....	50,000.00

(a) To Bonuan-San Fabian Road	
60. City of Davao	25,000.00
(a) Improvements of city streets	
61. City of Dumaguete	15,000.00
(a) Dumaguete-Camyoc Road	
62. City of Iloilo	20,000.00
(a) Molo-Arevalo Boulevard	
63. City of Legaspi	30,000.00
(a) Improvement of city streets	
64. City of Lipa	20,000.00
(a) Lipa-Ibaan Road	
65. City of Naga	20,000.00
(a) Barlin-Igualdad and General Luna Streets	
66. City of Ormoc	25,000.00
(a) Osmeña, Bonifacio and Rizal Streets	
(b) W. Bryant and San Agustin Streets	
67. City of Ozamiz	15,000.00
(a) Improvement of city streets	
68. Quezon City	50,000.00
(a) Improvement of city streets	
(b) Bayani, Santol and Valley Roads	
69. Pasay City	20,000.00
(a) Improvement of city streets	
(b) Vallhala, Pasadena, Ignacio and Perlas Streets	
70. City of San Pablo	25,000.00
(a) San Pablo-Dolores Road	
71. City of Tagaytay	10,000.00
(a) Improvement of city streets	
72. City of Zamboanga	25,000.00
(a) Improvement of city streets	
73. City of Manila	165,000.00
(a) Oroquieta Street	
(b) Felix Huertas Street	
(c) San Marcelino from Herran to San Andres Street	
(d) Remedios from Singalong to Dakota Street	
(e) Zaragoza Street Extension	
74. Newly created cities	60,000.00
Total	<u><u>₱6,360,000.00</u></u>

D. SANITATION

(f) For the drilling of artesian and draft-pump wells and the maintenance and repair of well-drilling tools and equipment, including the purchase of necessary materials and equipment:

1. For the survey, investigation and design of artesian wells and draft-pump wells and the maintenance, upkeep, replenishment, repair and transportation of well-drilling equipment and of technical and skilled personnel, including supervision

and consultation and the purchase of necessary materials and equipment:

(a) Salaries and wages	260,000.00
(b) Sundry expenses	350,000.00
(c) Purchase of new equipment	80,000.00
2. For special purposes consisting of the drilling of 401 wells in 45 provinces and the chartered cities:	
(a) Abra	28,000.00
(b) Agusan	12,000.00
(c) Albay	26,000.00
(d) Antique	14,000.00
(e) Bataan	20,000.00
(f) Batangas	32,000.00
(g) Bohol	25,000.00
(h) Bukidnon	35,000.00
(i) Bulacan	30,000.00
(j) Cagayan	25,000.00
(k) Camarines Sur	25,000.00
(l) Camarines Norte	20,000.00
(m) Capiz	31,000.00
(n) Catanduanes	16,000.00
(o) Cavite	41,000.00
(p) Cebu	32,000.00
(q) Cotabato	23,000.00
1. Buayan	3,000.00
(r) Davao	19,000.00
(s) Ilocos Norte	18,000.00
(t) Ilocos Sur	16,000.00
(u) Iloilo	40,000.00
(v) Isabela	22,000.00
(w) Laguna	28,000.00
(x) Lanao	33,000.00
(y) La Union	12,000.00
(z) Leyte	40,000.00
(aa) Marinduque	19,000.00
(bb) Mindoro	20,000.00
(cc) Misamis Occidental	17,000.00
(dd) Misamis Oriental	38,000.00
(ee) Negros Occidental	40,000.00
(ff) Negros Oriental	30,000.00
(gg) Nueva Ecija	25,000.00
(hh) Palawan	20,000.00
(ii) Pampanga	40,000.00
(jj) Pangasinan	60,000.00
(kk) Quezon	29,000.00
(ll) Rizal	46,000.00
(mm) Romblon	24,000.00
(nn) Samar	47,000.00
(oo) Sorsogon	23,000.00
(pp) Sulu	29,000.00
(qq) Surigao	31,000.00
(rr) Tarlac	39,000.00
(ss) Zamboanga	36,000.00
(tt) Chartered Cities	36,000.00

Total ₱2,005,000.00

(g) For the investigation, survey, construction, repair, reconstruction, extension and improvement of the water

supply system, including the purchase of the necessary materials and equipment:

1. Province of Abra (Bangued, Bucay, and San Juan Waterworks)	60,000.00
2. Province of Agusan	40,000.00
3. Province of Albay	50,000.00
4. Province of Antique	11,000.00
5. Province of Bataan	15,000.00
6. Province of Batanes	10,000.00
7. Province of Batangas	60,000.00
8. Province of Bohol	55,000.00
9. Province of Bukidnon	16,000.00
10. Province of Bulacan	45,000.00
11. Province of Cagayan (Enrile)	60,000.00
12. Province of Camarines Norte	25,000.00
13. Province of Camarines Sur	30,000.00
14. Province of Capiz	
(a) Capiz-Ivisan Waterworks	27,000.00
(b) Dumalag Waterworks	23,000.00
(c) Mambusao Waterworks	60,000.00
15. Province of Catanduanes	20,000.00
16. Province of Cavite	50,000.00
17. Province of Cebu	80,000.00
18. Province of Cotabato	20,000.00
19. Province of Davao	10,000.00
20. Province of Ilocos Norte	
(a) Laoag Waterworks	15,000.00
21. Province of Ilocos Sur	32,000.00
22. Province of Iloilo	45,000.00
23. Province of Isabela	
(a) Ilagan-Santiago-Echague-Cor- don Waterworks	15,000.00
24. Province of Laguna	40,000.00
25. Province of Lanao	16,000.00
26. Province of La Union	27,000.00
27. Province of Leyte	40,000.00
28. Province of Masbate	20,000.00
29. Province of Marinduque	7,000.00
30. Province of Mindoro	
(a) Oriental Mindoro	75,000.00
(b) Occidental Mindoro	20,000.00
31. Province of Misamis Occidental	35,000.00
32. Province of Misamis Oriental	23,000.00
33. Mountain Province	9,000.00
(a) Baguio Waterworks	50,000.00
34. Province of Negros Occidental	36,000.00
(a) Construction of Saravia Waterworks	90,000.00
35. Province of Negros Oriental	30,000.00
36. Province of Nueva Ecija	20,000.00
37. Province of Palawan	35,000.00
38. Province of Pampanga	36,000.00
39. Province of Pangasinan	75,000.00
40. Province of Quezon	40,000.00
41. Province of Rizal	40,000.00
42. Province of Romblon	25,000.00
43. Province of Samar	45,000.00
44. Province of Sorsogon	50,000.00
45. Province of Jolo	10,000.00
46. Province of Surigao	5,000.00

47. Province of Tarlac	35,000.00
48. Province of Zambales	8,000.00
49. Province of Zamboanga	27,000.00
50. For the survey, investigation, design and preparation of plans for the construction, repair, reconstruction, operation, extension and improvement of miscellaneous waterworks projects	175,000.00
Total	₱2,018,000.00

E. FLOOD CONTROL AND DRAINAGE

(h) For the investigation, survey, construction, reconstruction, repair and improvement of river control and drainage works, including the purchase of necessary supplies, materials and equipment and the payment of certified obligations incurred in 1949 and 1950 by the Pampanga River Control Project and the Agno River Control Project:

1. Agno River Control, Pangasinan and Tarlac	700,000.00
2. Pampanga River Control, Pampanga, Bulacan and Nueva Ecija	940,000.00
3. Repair and reconstruction of Arnedo Dyke, Pampanga	60,000.00
4. Manila Flood Control and Drainage, Manila and Rizal	800,000.00
5. Abra River Control, Abra	12,000.00
6. Ikmin River Control, Abra	8,000.00
7. Bacong River Control, Antique	40,000.00
8. Hantik River Control, Antique	15,000.00
9. Sibalom River Control, Antique	20,000.00
10. Agusan River Control, Agusan	28,000.00
11. Polangui River Control, Albay	16,000.00
12. Catanning River Control, Bataan	4,000.00
13. Limay River Control, Bataan	12,000.00
14. Moron River Control, Bataan	32,000.00
15. Basco and Mahatao Rivers Controls, Batanes	35,000.00
16. Lawaye River Control, Batangas	16,000.00
17. Calumpang River Control, Batangas	16,000.00
18. Abucayan River Control, Bohol	4,000.00
19. Casbo River Control, Bohol	6,000.00
20. Loay Drainage, Bohol	6,000.00
21. Manaba River Control, Bohol	4,000.00
22. Talang River Control, Bulacan	12,000.00
23. Santa Cruz River Control, Paombong, Bulacan	8,000.00
24. Masukol River Control, Bulacan	10,000.00
25. San Miguel River Control, Bulacan	80,000.00
26. Aklan River Control, Capiz	40,000.00
27. Sooc River Control, Capiz	10,000.00
28. Panay River Control, Capiz	20,000.00
29. Mambusao River Control, Capiz	180,000.00
30. Pandan River Control, Catanduanes	4,000.00
31. Viga River Control, Catanduanes	4,000.00
32. Virac River Control, Catanduanes	4,000.00
33. Carcar River Control, Cebu	80,000.00
34. Minaga River Control, Cebu	16,000.00
35. Danao River Control, Cebu	4,000.00

36. Barili River Control, Cebu	24,000.00
37. Bacarra River Control, Ilocos Norte.....	10,000.00
38. Dingras River Control, Ilocos Norte.....	14,000.00
39. Laoag River Control, Ilocos Norte.....	4,000.00
40. Quiaoit River Control, Ilocos Norte.....	4,000.00
41. Paoay River Control, Ilocos Norte.....	20,000.00
42. Tina River Control, Ilocos Norte.....	4,000.00
43. Vintar River Control, Ilocos Norte.....	20,000.00
44. Santa Cruz River Control, Ilocos Sur....	12,000.00
45. Jalaud River Control, Calinog, Iloilo.....	10,000.00
46. Tigbauan River Control, Iloilo.....	4,000.00
47. Iloilo-Jaro-La Paz Dyke, Iloilo.....	4,000.00
48. Iligan River Control, Lanao	8,000.00
49. Amburayan River Control, La Union....	40,000.00
50. Anilao-Malbasang River, Control, Leyte	8,000.00
51. Cabayungan River Control, Leyte.....	8,000.00
52. Guinarona River Control, Leyte.....	4,000.00
53. Hilongos River Control, Leyte.....	4,000.00
54. Binahaan River Control, Leyte.....	12,000.00
55. Quilot River Control, Leyte.....	4,000.00
56. Himanglos River Control, Leyte.....	16,000.00
57. Bito River Control, Masbate.....	4,000.00
58. Magasawang Tubig River Control, Min- doro	100,000.00
59. Calapan River Control, Mindoro.....	8,000.00
60. Oroquieta River Control, Misamis Occi- dental	4,000.00
61. Digmala River Control, Nueva Ecija.....	40,000.00
62. Magat River Control, Bambang, Nueva Vizcaya	60,000.00
63. Porac-Potrero Rivers Control	280,000.00
64. Gumain-Porac-Caulaman Rivers Con- trol, Pampanga	280,000.00
65. San Fernando and Gogo Rivers Control and drainage	450,000.00
66. Abacan River Control, Pampanga	100,000.00
67. Viray-Depalo River Control, Pangasi- nan	120,000.00
68. San Nicolas River Control, Pangasinan	32,000.00
69. Talaba-Lagalag River Control, Quezon	20,000.00
70. Pasig River Control at Butin, Pasig and Calumpán, Marikina	100,000.00
71. Malaway River Control, Romblon	18,000.00
72. Romblon River Control, Romblon	5,000.00
73. Catarman River Control, Samar	72,000.00
74. Dolores River Control, Samar	20,000.00
75. Antiao Flood Control and Drainage, Cat- balogan, Samar	80,000.00
77. Cawayan River Control, Sorsogon	2,000.00
76. Caluscos River Control, Sorsogon	8,000.00
78. Usugan River Control, Zamboanga	8,000.00
79. Dipolog River Control, Zamboanga	80,000.00
80. Maloma River Control, Zambales	12,000.00
81. Iloilo City Drainage Works	100,000.00
82. Manila Storm Drainage Works	280,000.00
83. Cabanatuan City Drainage Works	100,000.00
84. Drainage and Storm Clearance, City of Baguio	100,000.00
85. For the payment of certified obligations incurred in 1949 and 1950 by the	

Bureau of Public Works for the construction of the Pampanga River Control Project and the Agno River Control Project	800,000.00
86. For the investigation, survey, construction, repair, extension and improvement of miscellaneous river control projects, including the purchase of necessary supplies, materials and equipment	200,000.00
Total	<u><u>₱6,963,000.00</u></u>

F. DREDGING

(i) For dredging esteros, canals, and waterways, and river mouths, including the necessary protection of banks and construction and repair of walls	<u>₱1,000,000.00</u>
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G. SHORE PROTECTION

(j) For the investigation, survey, construction, repair, reconstruction and improvement of shore protection works, including the purchase of the necessary supplies, materials and equipment	<u>₱1,000,000.00</u>
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H. WATER RIGHTS ADJUDICATION AND
HYDROGRAPHIC INVESTIGATIONS

(k) For investigation, survey and adjudication of water rights, including the purchase of necessary supplies, materials and equipment	20,000.00
(l) For making hydrographic investigations in connection with the study of water supply, irrigation, water power and river control projects, including the purchase of necessary supplies, materials and equipment	50,000.00
Total	<u><u>₱70,000.00</u></u>

I. AIR NAVIGATION

(m) For the survey, acquisition, construction, maintenance and operation of airports for commercial aviation and air navigation facilities	<u>₱3,500,000.00</u>
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J. IRRIGATION

(n) For the investigation, survey, construction, reconstruction, repair and improvement of Irrigation Systems, including the purchase of necessary supplies and materials and aid to communal irrigation systems	<u>₱4,770,000.00</u>
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Total appropriation from General Fund	<u><u>₱50,987,500.00</u></u>
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SEC. 2. The following sums, or so much thereof as may be necessary, are hereby appropriated, out of the "Port Works Fund" under Act Numbered Three thousand five hundred and ninety-two, as amended, not otherwise appropriated, to be at the disposal of the Director of Public Works, subject to the approval of the Secretary of Public Works and Communications and the provisions hereinafter set forth, for the purposes mentioned hereunder:

- a. For the reconstruction, extension, improvement, and repair of National Ports, including the purchase of necessary materials and equipment—
 1. Port of Butuan, Agusan ₱40,000.00
For the reclamation of the area behind the newly constructed wharf, for the construction of appurtenant curtain wall and for dredging the berths along the wharf.
 2. Port of Legaspi, Albay 100,000.00
For the initial rehabilitation of the port.
 3. Port of Tabaco, Albay 60,000.00
For the reclamation of the area behind the wharf and for the construction of a cargo shed.
 4. Port of Basco, Batanes 50,000.00
For the improvement of the existing landing.
 5. Port of Batangas, Batangas 60,000.00
For completing the rehabilitation of the pier and for the construction of a cargo shed.
 6. Port of Nasugbu, Batangas 70,000.00
For the construction of a landing suitable to lighters; and dredging.
 7. Port of Tagbilaran, Bohol 90,000.00
For widening the entrance to the channel from 60 feet to 80 feet.
 8. Port of Aparri, Cagayan 50,000.00
For the construction of marginal wharf.
 9. Port of San Vicente, Cagayan 100,000.00
For the construction of causeway and timber wharf.
 10. Port of Virac, Catanduanes 20,000.00
For the rehabilitation of fender system.
 11. Port of Cebu, Cebu 400,000.00
For the reconstruction and repair of damaged sections of the wall of the marginal wharves; rehabilitation of fender system; construction of stair landings and dredging of the harbor.
 12. Port of Parang, Cotabato 70,000.00
For the rehabilitation of the causeway and pier.
 13. Port of Davao, Davao 150,000.00
For the reclamation of the area behind the new wharf at Pakputan, construction of a cargo shed and

installation of lighting system on the wharf; also, for repair of the pier at Santa Ana.	
14. Port of Iloilo, Iloilo	170,000.00
For the rehabilitation of fender system of Iloilo River marginal wharf, dredging and removal of wrecks in Iloilo River.	
15. Port of Gaan (Currimaos), Ilocos Norte	25,000.00
For the reconstruction of the causeway and shore of the pier.	
16. Port of Salomague, Ilocos Sur	25,000.00
For the construction of a cargo shed.	
17. Port of Solvec, Ilocos Sur	40,000.00
For the reconstruction and improvement of the causeway.	
18. Port of San Fernando, La Union.....	200,000.00
For the initial construction of a causeway and wharf for overseas shipping.	
19. Port of Tacloban, Leyte	120,000.00
For partial reclamation of the area behind the existing wharf including construction of appurtenant wall and dredging of the harbor.	
20. Port of Manila	600,000.00
For paving of two (2) piers at North Harbor; repair of equipment and breakwater (South Harbor) and other improvement.	
21. Port of Masbate, Masbate	50,000.00
For the reconstruction of damaged section of the concrete wharf.	
22. Port of Calapan, Mindoro	15,000.00
For the construction of toilet facilities; rehabilitation of electric light system and other improvements.	
23. Port of Pulupandan, Negros Occidental	100,000.00
For the construction of groins to control shoaling in the harbor and dredging.	
24. Port of San Carlos, Negros Occidental....	35,000.00
For the repair of the causeway and deck of the pier.	
25. Port of Ozamiz, Ozamiz City.....	200,000.00
For the rehabilitation of fender system and initial construction of a marginal wharf and reclamation area.	
26. Port of Balabac, Palawan	10,000.00
For the reconstruction of the port.	
27. Port of Romblon, Romblon	20,000.00
For dredging the harbor and other improvement.	
28. Port of Catbalogan, Samar.....	50,000.00
For the extension of the wharf.	
29. Port of Bulan, Sorsogon	50,000.00
For the rehabilitation of the port.	

30. Port of Sitankai, Sulu.....	20,000.00
For the reconstruction and improvement of the port.	
31. Port of Surigao, Surigao.....	150,000.00
For the repair of the curtain wall behind the wharf and extension of the wharf.	
32. Port of Pulauan, Zamboanga.....	60,000.00
For the extension of the pier.	
33. Port of Zamboanga, Zamboanga.....	100,000.00
For the rehabilitation of the harbor for small boats or vintas.	
34. For the construction, reconstruction, repair, and improvement of other National Ports to be allotted by the Secretary of Public Works and Communications, in accordance with the recommendation of the Philippine Port Commission	200,000.00
Total	<u><u>P3,500,000.00</u></u>

b. For aid in the construction, reconstruction, repair, and improvement of municipal ports, including the purchase of necessary materials and equipment:

1. Port of Agusan, Agusan	P15,000.00
2. Port of Mahatao, Batanes	5,000.00
For the extension of bulkhead landing.	
3. Port of Sabtang, Batanes.....	5,000.00
For the extension of bulkhead landing.	
4. Port of Uyugan, Batanes.....	5,000.00
For the improvement of the port.	
5. Port of Lobo, Batangas.....	15,000.00
For the repair and improvement of landing.	
6. Port of Mainaga, Batangas.....	20,000.00
For the reconstruction of landing.	
7. Port of Dimiao, Bohol	30,000.00
For the extension of causeway and construction of landing.	
8. Port of Jetafe, Bohol.....	20,000.00
For the extension of landing.	
9. Port of Jagna, Bohol.....	10,000.00
For aid in the reconstruction of causeway.	
10. Port of Maribojoc, Bohol.....	10,000.00
For the construction of causeway and landing for small boats and launches.	
11. Port of Batan, Capiz.....	15,000.00
For the extension of causeway and construction of landing.	
12. Port of Danao, Cebu.....	15,000.00
For the extension of causeway and construction of landing.	

13. Port of Sibonga, Cebu.....	35,000.00
For the reconstruction of R. C. pier.	
14. Port of Santa Fe, Cebu	10,000.00
For the reconstruction of the wharf.	
15. Port of Poro, Cebu.....	10,000.00
For aid in the reconstruction of the causeway.	
16. Port of Dadiangas, Cotabato	20,000.00
For the construction of a causeway and landing.	
17. Port of Santa Filomena, Davao	10,000.00
For the repair of landing.	
18. Port of Pandan, Vigan, Ilocos Sur	75,000.00
For the improvement of the port.	
19. Port of Tubod, Lanao	30,000.00
For the improvement of causeway and landing to serve the ferry serv- ice between Tangub and Tubod.	
20. Port of Baybay, Leyte	10,000.00
For grouting of the side slope of the causeway and paving the road approach and deck of pier.	
21. Port of Maasin, Leyte	50,000.00
For the construction of a new pier to replace the one destroyed by ty- phoon.	
22. Port of Maripipi, Leyte	10,000.00
For the reconstruction and im- provement of the causeway and land- ing.	
23. Port of Ormoc, Leyte	10,000.00
For the repair of the pier.	
24. Port of Liloan, Leyte	10,000.00
For aid in the repair of damages caused by the typhoon.	
25. Port of Palompon, Leyte	10,000.00
For the reconstruction and im- provement of the port.	
26. Port of San Isidro, Leyte	5,000.00
For the repair of the causeway.	
27. Port of Villaba, Leyte	10,000.00
For the repair of the causeway.	
28. Port of Lazareto, Mindoro	25,000.00
For the construction of causeway and landing.	
29. Port of Tangub, Misamis Occidental	10,000.00
For the repair of landing.	
30. Port of Balingoan, Misamis Oriental.....	10,000.00
For the completion of the causeway and landing.	
31. Port of Gingoog, Misamis Oriental	15,000.00
For the extension of the causeway and construction of landing.	
32. Port of Mambajao, Misamis Oriental....	10,000.00
For the extension of the timber landing.	
33. Port of Binone, Misamis Oriental.....	20,000.00
For the construction of a causeway and landing.	

34. Port of Saravia, Occidental Negros.....	40,000.00
For the construction of suitable port facilities at Tubaran and Madalag.	
35. Port of Lazi, Siquijor, Negros Oriental..	5,000.00
For the repair of the causeway.	
36. Port of Araceli, Palawan	10,000.00
For the construction of a landing.	
37. Port of Agutaya, Palawan	10,000.00
For the improvement of the port.	
38. Port of Coron, Palawan	10,000.00
For the improvement of the port.	
39. Port of Cuyo, Palawan	15,000.00
For the improvement of the landing.	
40. Port of Guagua, Pampanga	50,000.00
For the construction of wharf.	
41. Port of Dagupan, Pangasinan	150,000.00
For the construction of a marginal wharf at Pantal.	
42. Port of Infanta, Quezon	10,000.00
For the improvement of the port.	
43. Port of Siain, Quezon	15,000.00
For the reconstruction of the landing.	
44. Port of Mauban, Quezon	10,000.00
45. Port of Poctoy, Romblon	5,000.00
For the installation of fenders and reconstruction of causeway.	
46. Port of Carmen, Badajos, Romblon	20,000.00
For the construction of a small landing.	
47. Port of Guiuan, Samar	5,000.00
For the reconstruction and improvement of port.	
48. Port of MacArthur, Samar	15,000.00
For the construction of causeway and landing.	
49. Port of Oras, Samar	5,000.00
For the reconstruction and improvement of the port.	
50. Port of Daram, Samar.....	20,000.00
51. Port of Guintarcan, Samar.....	10,000.00
52. Port of Dolores, Samar	10,000.00
For the construction of port.	
53. Port of Sorsogon, Sorsogon	10,000.00
For aid in the reconstruction of the causeway.	
54. Port of Bongao, Sulu	5,000.00
For the reconstruction and improvement of the port.	
55. Port of Placer, Surigao	5,000.00
For the repair of the causeway.	
56. Port of Cataingan, Masbate	25,000.00
For the repair and improvement of the port.	
57. Port of Isabela, Basilan City	5,000.00
For the improvement of the port.	
c. Aid for the construction, improvement, repair or reconstruction of other municipal ports to be allotted by the	

Secretary of Public Works and Communications, in accordance with the recommendation of the Philippine Port Commission	80,000.00
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Total	<u>₱1,105,000.00</u>
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<i>d.</i> For the investigation and survey of port sites, including the purchase of necessary materials and equipment....	<u>₱50,000.00</u>
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<i>e.</i> For the construction, improvement, and reconstruction of lighthouses and other aids to navigation, including the purchase of necessary materials and equipment to be allotted by the Secretary of Public Works and Communications in accordance with the recommendation of the Lighthouse Board	<u>₱520,000.00</u>
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TOTAL APPROPRIATION FROM PORT WORKS FUND	<u>₱5,175,000.00</u>
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SEC. 3. All sums appropriated under section one of this Act, except those under subsections (a) and (b) of Title A of section one hereof, which shall be released upon the approval of this Act shall be released only after certification by the Secretary of Finance and the Auditor General to the President of the Philippines that there are sufficient funds derived from current revenues in excess of authorized appropriations for the ordinary operating expenses of the National Government in the National Treasury to warrant such release and that no amount appropriated in this Act, except those under subsections (a) and (b) of Title A of section one hereof, shall be set up in the books of the General Auditing Office or otherwise made available for expenditure unless previously authorized by the President of the Philippines.

Sec. 4. This Act shall take effect upon its approval.

Approved, June 16, 1951, with the exception of the following items:

Section 1, subsection (a)—Abra, items 36 and 37; Albay, items 14, 18 and 19; Antique, item 8; Batanes, item 5; Batangas, items 48, 51 and 55; Camarines Sur, items 7 and 34; Cebu, items 8, 9, 12 and 16; Ilocos Sur, items 21, 26, 28 and 29; Iloilo, item 21; Isabela, item 2; Laguna, items 92 and 161; La Union, items 36, 43, 44, 58, 62, 68, 69, 76, 88, 92, 96, 104 and 105; Leyte, item 71; Nueva Ecija, item 5; Misamis Oriental, items 17, 20, 21, 22, 23, 24, 30, 47 and 50; Negros Oriental, items 8 and 38; Pampanga, items 44 and 53; Pangasinan, items 48, 107, 117, 118, 124, 125, 137 and 143; Quezon, items 10 and 11; Rizal, items 46 and 69; Samar, items 4, 5, 6, 7, 8, 27, 35 and 68; Sulu, item 5.

Section 1, subsections (d) and (e)—All items under these subsections.

Section 1, subsection (h)—Items 6, 8, 12, 18, 32, 42, 45, 48, 53, 60, 63, 65, 66, 74, 77, 78, 83 and 84.

Section 2, subsection (b)—Items 1 and 52.

S. No. 155

[REPUBLIC ACT No. 671]

AN ACT TO AMEND REPUBLIC ACT NUMBERED FOUR HUNDRED ONE ENTITLED "AN ACT TO CONDONE ALL UNPAID INTEREST ACCRUING FROM JANUARY FIRST, NINETEEN HUNDRED AND FORTY-TWO TO DECEMBER THIRTY-FIRST, NINETEEN HUNDRED AND FORTY-FIVE ON ALL OBLIGATIONS OUTSTANDING ON DECEMBER EIGHT, NINETEEN HUNDRED AND FORTY-ONE, AND TO APPLY PAYMENTS OF INTEREST PAID AFTER FEBRUARY TWENTY-EIGHT, NINETEEN HUNDRED AND FORTY-FIVE, TO THE PRINCIPAL OBLIGATION IF STILL OUTSTANDING, IN CERTAIN CASES."

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Section one of Republic Act Numbered Four hundred one is hereby amended to read as follows:

"SECTION 1. *Declaration of policy.*—Rehabilitation of those who have suffered the ravages of war constitutes a prime concern of the Government. In order to afford opportunities to debtors of the Government or Government owned or controlled corporations to rehabilitate themselves and to enable them to pay their prewar obligations under terms and conditions fair and just to them, it is the declared policy of the State that the condonation of interests contemplated herein be extended."

SEC. 2. Section two of Republic Act Numbered Four hundred one is hereby amended to read as follows:

"SEC. 2. All unpaid interest in favor of the Government or Government owned or controlled corporations accruing from the first day of January, nineteen hundred and forty-two to thirty-first day of December, nineteen hundred and forty-five, on all debts and obligations outstanding on the eighth day of December, nineteen hundred and forty-one, shall not be demandable and are hereby condoned in the following cases:

"(a) When the the debtor was unable to pay an obligation which became due and demandable, or interest which should have been paid during the said period because of the refusal of the latter to accept payment or because of the failure of the creditors to open business during the said period.

"(b) When the debtor was unable to pay an obligation which became due and demandable or interests which should have been paid, during the said period because he was prevented from doing so by reason of his activity in the resistance movement against the enemy or his imprisonment, arrest or detention by the said enemy resulting in his inability to freely pursue his normal work.

"(c) When the debtor was unable to pay an obligation which became due and demandable or interest which should have been paid during the said period because of penury caused by the ravages of the war, financial restrictions imposed by whatever authority in connection with the prosecution by the enemy of the war, or loss of his

ordinary sources of income or control over them as a result thereof.

"(d) When the debtor was unable to pay an obligation which became due and demandable, or the interest which should have been paid during the said period because the assets of the creditor were under the control of the enemy and/or administered through the so-called Enemy Alien Property Custodian or other enemy instrumentality, and the debtor paid the interests to it in the belief that such payment was valid and effective payment to the creditor or because of fear that failure to comply with the demand would lead to reprisals on his person or property.

"If the debtor, however, makes voluntary payment of the entire pre-war unpaid principal obligation on or before December thirty-one, nineteen hundred and fifty-two, the interests on such principal obligation corresponding from January one, nineteen hundred and forty-six, to the date of payment are likewise hereby condoned."

SEC. 3. Section three of Republic Act Numbered Four hundred one is hereby amended to read as follows:

"SEC. 3. All interests paid on debts or obligations outstanding on the eighth day of December, nineteen hundred and forty-one corresponding to the period from the first day of January, nineteen hundred and forty-two to the thirty-first day of December, nineteen hundred and forty-five, by the debtors mentioned in section one hereof shall be applied in payment of the principal obligation, if the same is still outstanding and if the payment is made from or after February twenty-eight, nineteen hundred and forty-five to the date of the effectivity of this Act."

SEC. 4. A new section, to be denominated as section 3-A, is hereby inserted after section three of Republic Act Numbered Four hundred one, to read as follows:

"SEC. 3-A. If any section of this Act, or part thereof, shall be held invalid, the remainder of the section, or of this Act shall not be affected thereby."

SEC. 5. This Act shall take effect fifteen days after its publication in the *Official Gazette*.

Approved, June 16, 1951.

H. No. 1773

[REPUBLIC ACT NO. 672]

AN ACT INCREASING THE SALARIES OF OFFICIALS OF THE CITY OF ILIGAN, BY AMENDING CERTAIN SECTIONS OF REPUBLIC ACT NUMBERED FIVE HUNDRED AND TWENTY-FIVE.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. The second paragraph of section seven of Republic Act Numbered Five hundred and twenty-five, otherwise known as the "Charter of the City of Iligan" is amended to read as follows:

"SEC. 7. *The Mayor*.—* * *.

"He shall receive a salary of not exceeding four thousand pesos *per annum*. With the approval of the President of the Philippines first had the Mayor may be provided

in addition to his salary, a non-commutable allowance not exceeding two thousand pesos *per annum*."

SEC. 2. The third paragraph of section eleven of the same Act is amended to read as follows:

"SEC. 11. *Constitution and organization of the Municipal Board—Compensation of Members thereof.*—* * *.

"The members of the Municipal Board who are not officials or employees of the Government shall receive fifteen pesos for each day of attendance of the session of the Board."

SEC. 3. The first paragraphs of sections thirteen, twenty-one, twenty-two, twenty-four, twenty-five, twenty-six and twenty-nine are amended respectively to read as follows:

"SEC. 13. *Appointment, salary and duties of secretary of Board.*—The Board shall have a secretary who shall be appointed by it to serve during the term of office of the members thereof. The compensation of the secretary shall be fixed by ordinance, approved by the President, at not exceeding two thousand pesos *per annum*. A vacancy in the office of the secretary shall be filled temporarily for the unexpired term in like manner.

"SEC. 21. *The city treasurer—His powers, duties and compensation.*—There shall be a city treasurer, who shall have charge of the department of finance and shall act as chief fiscal officer and financial adviser of the city and custodian of its funds. He shall receive a salary of not exceeding three thousand six hundred pesos *per annum*. There shall also be an assistant city treasurer who shall receive a salary of two thousand four hundred pesos *per annum*. The city treasurer shall have the following general powers and duties:

"SEC. 22. *The city engineer—His powers, duties and compensation.*—There shall be a city engineer, who shall be in charge of the department of engineering and public works. He shall receive a salary of not exceeding three thousand six hundred pesos *per annum*. He shall have the following powers and duties:

"SEC. 24. *The city attorney—His powers and duties.*—The city attorney shall be the chief legal adviser of the city. He shall receive a salary of not exceeding three thousand pesos *per annum*. He shall have the following powers and duties:

"SEC. 25. *The city health officer—His salary, powers and duties.*—There shall be a city health officer who shall take charge of the health department. He shall have a salary of not exceeding three thousand pesos *per annum*. The city health officer shall have the following general powers and duties:

"SEC. 26. *The chief of police—His powers, duties and compensation.*—There shall be a chief of police who shall have charge of the police department. He shall receive a salary of not exceeding two thousand four hundred pesos *per annum*. He shall have the following general powers and duties:

"SEC. 29. *The chief of fire department—His powers, duties and compensation.*—There shall be a chief of fire department who shall have charge of said department. He shall receive a salary of not exceeding two thousand forty pesos *per annum*. He shall have the following general powers and duties:"

SEC. 4. Section thirty of the same Act is amended to read as follows:

"SEC. 30. *The city assessor—His powers and duties.*—The city assessor shall have charge of the department of assessment. He shall receive a salary of not exceeding two thousand four hundred pesos *per annum*. He and his authorized deputies are empowered to administer any oath authorized in connection with the valuation of real estate for the assessment and collection of taxes. He shall make the list of the taxable real estate in the city, arranging in the order of the lot and block numbers, the names of the owners thereof, with a brief description of the property opposite each such name and the cash value thereof. In making this list, the city assessor shall take into consideration any sworn statement made by the owner of the property, but shall not be prevented thereby from considering other evidence on the subject and exercising his own judgment in respect thereto. For the purpose of completing this list, he and his representatives may enter upon the real estate for the purpose of examining and measuring it, and may summon witnesses, administer oaths to them, and subject them to examination concerning the ownership and the amount of real estate and its cash value. He may, if necessary, examine the records of the Office of the Register of Deeds in the Province of Lanao showing the ownership of real estate in the city. The city treasurer shall act as city assessor until the Municipal Board, by ordinance approved by the Department Head, provides otherwise."

SEC. 5. The third paragraph of section seventy-six of the same Act is amended to read as follows:

"SEC. 76. *Regular, auxiliary and acting judges of municipal court.*—* * *"

"The municipal judge shall receive a salary of not exceeding three thousand six hundred pesos *per annum*."

SEC. 6. Section eighty-four of the same Act is amended to read as follows:

"SEC. 84. *General Auditing Office—City auditor.*—The city auditor, under the supervision of the Auditor General, shall receive and audit all accounts of the city, in accordance with the provisions of law relating to government accounts and accounting. The city auditor shall receive a compensation of three thousand six hundred pesos *per annum*, one-half of which shall be payable from the funds of the city, and the other half from funds of the National Government."

SEC. 7. This Act shall take effect upon its approval.

Enacted, without Executive approval, June 17, 1951.

H. No. 1764

[REPUBLIC ACT NO. 673]

AN ACT APPROPRIATING FUNDS FOR THE OPERATION OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES DURING THE PERIOD FROM JULY FIRST, NINETEEN HUNDRED AND FIFTY-ONE TO JUNE THIRTIETH, NINETEEN HUNDRED AND FIFTY-TWO, AND FOR OTHER PURPOSES.

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

SECTION 1. Appropriation of funds.—The following sums, or so much thereof as may be necessary, are appropriated out of any funds in the Philippine Treasury not otherwise appropriated for the operation of the Government of the Republic of the Philippines during the period from July first, nineteen hundred and fifty-one to June thirtieth, nineteen hundred and fifty-two, except where otherwise specifically provided:

[Itemized portions on salaries and wages and other expenditures are omitted for lack of space.]

SEC. 2. Allotment of appropriations.—The appropriations for sundry expenses, furniture and equipment, and special purposes for the Office of the President shall be allotted by the President among the bureaus and offices under his direct control; those for the Executive Departments, by the Heads of Departments among the bureaus and offices under their respective control, as the needs of the service may require.

SEC. 3. Compulsory forced savings.—The items of "savings to be made" provided in this Act are hereby made compulsory and only the net appropriations remaining after the items of "savings to be made" have been deducted shall be deemed appropriated in this Act. Hence, no expenditures shall be authorized or incurred which will impair the required forced savings, and any expenditure authorized or incurred in violation of this provision shall be deemed a personal liability of the official authorizing or incurring the same as if the transaction involved had been wholly between private parties. The amount of "savings to be made" from the appropriations for the Office of the President shall be distributed by the President among the bureaus and offices under his direct control and those for the Executive Departments, by the Heads of the Departments among the bureaus and offices under their respective control, as the needs and exigencies of the service may require.

SEC. 4. Authority to pay salaries not in conformity with the prescribed grades or rates of compensation.—Payment of salaries the rates of which are not in conformity with the schedule of grades or rates of compensation provided in section three of Commonwealth Act Numbered Four hundred and two, as amended, due to the consolidation of the salaries authorized for the various positions in Executive Order No. 94, series of 1947, and their corresponding bonuses as provided in section one hundred fifty-nine, paragraph T-2, of the same Executive Order, is hereby authorized, and any employee whose actual salary is in excess of the maximum grade or rate allowed for his civil service eligibility shall be entitled to receive such excess, any provision of existing law, rules and regulations to the contrary notwithstanding: PROVIDED, That new appointments to positions not carrying the salary rates prescribed in Commonwealth Act Numbered Four hundred and two, as amended, shall be made only at the rates authorized in the said Act: PROVIDED, FURTHER, That the minimum salary rate shall not be less than ₱1,140 per annum for employees in the City of Manila; ₱960 per annum for those in provincial capitals and other chartered cities; and ₱720 per annum for those in municipalities and municipal districts.

SEC. 5. Authority to use savings in appropriations for "salaries and wages," for "sundry expenses," and for "furniture and equipment" to cover deficits.—Except as otherwise provided in this Act, any savings in the regular appropriations authorized in this Act for the Executive Departments for salaries and wages, for sundry expenses, and for furniture and equipment of the bureaus and offices under any Department, after covering fully the amounts of the "savings to be made" herein provided, may, with the approval of the President, be used to cover a deficit in any other item of the regular appropriations, except for salaries and wages, under the same Department. Likewise, any savings in the appropriations for salaries and wages, for sundry expenses, and for furniture and equipment of any item under "special purposes," after covering fully the amounts of the "savings to be made" herein provided, may, with the approval of the President, be used to cover a deficit in any other item of appropriation, except for salaries and wages, under the same purpose. In no case, however, shall any item in the regular appropriations and appropriations for "special purposes" be augmented, pursuant to the authority granted in this section, by more than thirty per centum of the original appropriation provided in this Act for such item.

SEC. 6. Authority to use savings for other purposes.—The President of the Philippines is authorized to use any savings in the appropriations authorized in this Act for the Executive Departments, after covering fully the amounts of the "savings to be made" herein provided, (1) for the payment of claims under section 699 of the Revised Administrative Code and the Workmen's Compensation Act, whichever is applicable, to officers, employees and laborers who died or were injured in line of duty; (2) for the commutation of the money value of the additional leave, extended leave and accrued leave earned by American and deceased Filipino officers and employees, or by Filipino officers and employees separated from the service except for cause, for service rendered prior to November twenty-ninth, nineteen hundred and thirty-six; (3) for the payment of salary increases of officials and employees of the National Government, resulting from the standardization of salaries or reclassification of provinces; (4) for the purchase of furniture and equipment to replace those that may be lost through accident, fire or other calamity, including the acquisition of new motor vehicles by trade-in of existing ones, the disposal of which is deemed reasonable and necessary to reduce the expenses of repairs thereof; (5) for the payment of salaries of suspended employees who have subsequently been exonerated; and (6) for the payment of the share of the National Government in the salaries of national officials in newly created cities and provinces where no appropriation has been provided therefor.

SEC. 7. Suspension of expenditure of appropriations.—Except as otherwise provided in this Act and whenever in his judgment the public interest so requires, the President of the Philippines is authorized to suspend or otherwise stop the expenditure of any amount herein appropriated in any item or items for the Executive Departments for any purpose, except those for salaries of positions

with incumbents, and thereupon the funds affected by such action shall become available for any other expenditures authorized in this Act for the Executive Departments, except for salaries and wages, as the President may determine. In no case, however, shall any item of appropriation be augmented, pursuant to the authority granted in this section, by more than thirty per centum of the original appropriation provided in this Act for such item.

SEC. 8. Provision for "excess of actual salary."—The item of appropriation for "excess of actual salary" provided in this Act under "salaries and wages" shall be paid to the incumbent of the position to which said "excess" pertains who is actually receiving the same "excess" as part of the salary granted to him upon his appointment to the said position before the reduction of the basic pay thereof to the amount provided herein: PROVIDED, HOWEVER, That if the position be vacated and the successor to its previous incumbent shall have previously received an equal salary plus the "excess of actual salary" in the same or any other branch of the government service, such excess shall be allowable to him.

SEC. 9. Restriction upon limit of disbursements.—Disbursements in accordance with the appropriations herein authorized, after deducting the amounts of the "savings to be made," may be made from any funds in the National Treasury, except the Philippine War Damage Funds and special funds derived from taxes levied for special purposes, but the total thereof for any one month shall in no case be in excess of the actual collections plus seventy-five per centum of the uncollected estimated revenues accruing to the general fund during the said month: PROVIDED, HOWEVER, That in case of an emergency caused by typhoon, earthquake or any other public calamity which may seriously affect the collection of revenues during the year, the President of the Philippines may authorize the Treasurer of the Philippines to continue making disbursement from any fund in his possession not exempted above in excess of the limitation herein provided; but only for such purposes and amounts provided in this Act. Any overdraft which may be incurred at the end of the fiscal year in any fund by virtue of the provisions hereof shall be covered with the first collections of the following fiscal year accruing to the general fund.

SEC. 10. Purchase of locally manufactured furniture, equipment, supplies and materials.—All appropriations for the purchase of furniture, equipment, supplies and materials authorized in this Act shall be available only for locally manufactured furniture, equipment, supplies and materials except when none is available in the market.

SEC. 11. Renting of automobiles, jitneys or trucks for a continuous period exceeding fifteen days prohibited.—No appropriation provided in this Act for the Executive Departments shall be used for renting automobiles, jitneys or trucks on the monthly basis nor on the daily basis for a continuous period exceeding fifteen days.

SEC. 12. Authority to purchase motor vehicles.—No appropriation authorized in this Act shall be used for the purchase of automobiles, jitneys, jeeps, station wagons, motorcycles and other motor vehicles unless otherwise specifically provided in this Act.

SEC. 13. Officials entitled to government motor transportation.—The following officials are entitled to use government motor transportation chargeable against the appropriations authorized in this Act:

- (1) The President of the Philippines,
- (2) The Vice-President of the Philippines,
- (3) The President of the Senate,
- (4) The Speaker of the House of Representatives,
- (5) The President Pro-Tempore of the Senate,
- (6) The Majority Floor Leader of the Senate,
- (7) The Chairman, Committee on Finance, of the Senate,
- (8) The Chairman, Committee on Accounts, of the Senate,
- (9) The Chairman, Committee on Foreign Relations, of the Senate,
- (10) The Secretary of the Senate,
- (11) The Speaker Pro-Tempore of the House of Representatives,
- (12) The Majority Floor Leader of the House of Representatives,
- (13) The Chairman, Committee on Accounts, of the House of Representatives,
- (14) The Chairman, Committee on Appropriations, of the House of Representatives,
- (15) The Chairman, Committee on Foreign Affairs, of the House of Representatives,
- (16) The Secretary of the House of Representatives,
- (17) The Chief Justice of the Supreme Court,
- (18) The Presiding Justice of the Court of Appeals,
- (19) The Auditor General,
- (20) The Ambassadors, Ministers Plenipotentiary and Consuls in charge of consulates while in their respective stations abroad, and
- (21) The Chief of Staff and the Vice-Chief of Staff and the Commanding Officers of the other Major Services of the Armed Forces of the Philippines.

SEC. 14. Officials entitled to transportation allowance.—The Department Heads and the Commissioner of the Budget are hereby granted a commutable transportation allowance of two hundred fifty pesos each per month and the Under-secretaries of Departments and officials with the same rank, two hundred pesos each per month, chargeable against the appropriations authorized in this Act for their respective offices.

SEC. 15. Bureaus and offices entitled to use, operate and maintain government motor vehicles and launches.—No bureau or office shall use, operate or maintain from the appropriations authorized in this Act government service cars, jeeps, station wagons, vans, service trucks, pick-up trucks, launches, speed boats, motorcycles, etc., except the following:

- (1) The Social Welfare Administration, for ministering relief, during military actions against dissidents, to evacuees, the injured and incapacitated and to the victims of typhoons, earthquakes, fires and other calamities; and for conducting the inmates of Welfareville to and from the

Courts, hospitals and other offices, procuring materials and food supplies for their subsistence, and delivering food to the various units within the Welfareville compound, including collection and disposal of garbage;

(2) The Budget Commission, for the gathering from the various government offices and instrumentalities of such data and information as are essentially material or pertinent to the exercise of authority over budget operations and control, and for the performance of duties connected with the preparation of the National Budget;

(3) The Bureau of Printing, for the delivery and/or shipment of printed matters, books and/or forms to various offices;

(4) The Department of Foreign Affairs, for carrying out protocol duties in connection with the arrival or visit in the Philippines of high dignitaries and officials or accredited representatives of foreign governments, and for the delivery of diplomatic pouches to and from points of embarkation or shipment;

(5) The Bureau of Customs, for carrying out detective and police duties of its Secret Service and Harbor Police Division;

(6) The National Bureau of Investigation, for detection and investigation of crimes and criminals and other law violations;

(7) The Bureau of Prisons, for conducting prisoners to and from the Bureau of Prisons, inspection of prison institutions and stations, procuring food supplies and materials, and delivering products and/or manufactures of the Prison Industries in Muntinlupa and in the penal colonies;

(8) The Bureau of Fisheries, for the collection of marine specimens, inspection of experimental fish farms and distribution of seedlings;

(9) The Bureau of Plant Industry, for the control of abaca mosaic and other plant pests and diseases, including demonstration and extension work;

(10) The Bureau of Forestry, for the distribution of seedlings and transportation of supplies and materials and cinchona barks to ports of shipment;

(11) The Bureau of Animal Industry, for the distribution of animal products and transportation of animals and feeds, including insemination work;

(12) The Bureau of Public Works, for undertaking the construction of public works projects, inspection and supervision thereof, and for the procurement of construction supplies and materials;

(13) The Bureau of Posts, for the transportation of strictly mail matters;

(14) The Bureau of Telecommunications, for the construction, repair, transfer and maintenance of telegraph and radio stations and circuits and the distribution and delivery of telegrams and radiograms;

(15) The Motor Vehicles Office, for the enforcement of the provisions of the Motor Vehicles Law;

(16) The vocational schools, for instructional purposes requiring the use, demonstration and/or operation of motor vehicles;

(17) The Armed Forces of the Philippines, when on military operations or on active duty in the restoration and maintenance of peace and order;

(18) The Department of Health, for the use of the Division of Tuberculosis in BCG Vaccination and Traveling X-Ray Examination Units, the Division of Health Education and Information in exhibiting health films and dissemination of health information in rural areas, and for the use of the Public Health Research Laboratories, including the distribution of vaccines, sera and other biological preparations;

(19) Government hospitals, for ambulance service and procuring food supplies and materials for the subsistence of patients and personnel entitled thereto;

(20) The Bureau of Health, for health, sanitation and prevention and control of epidemics;

(21) The Bureau of Quarantine, whenever used by quarantine officers exclusively for quarantine work;

(22) The Civil Aeronautics Administration, for the operation and maintenance of its landing fields, including supervision and direction of signaling equipment located thereat;

(23) The Bureau of Coast and Geodetic Survey, for carrying out field reconnaissance, triangulations, precise leveling and magnetic and gravity measurements;

(24) The Weather Bureau, for the inspection of its meteorological stations, including the Manila International Airport Forecasting Center and the Diliman Microseismic Station and delivery of supplies thereto;

(25) The General Auditing Office, for the inspection of the delivery of equipment and supplies and materials to the various bureaus and offices of the Government, as well as to sites of public works constructions, and for surprise examinations of disbursing officers;

(26) The Bureau of Mines, for the transportation of mineral samples to and from the office for the geological, mineralogical and mineral land survey parties operating in the different parts of the Philippines;

(27) The National Food Campaign Office, Department of Agriculture and Natural Resources, for the transportation, hauling of palay seeds, vegetable seeds and other planting materials and the delivery of chemicals and equipment needed in the control of plant pests and diseases and fertilizers;

(28) The Fiber Inspection Service, for carrying out its work of inspection and supervision of fiber grading-baling establishments, fiber improvements and demonstration work; and

(29) The Institute of Science and Technology, for visit and inspection of factories, for the collection of forest, plant, animal and marine by-products and agricultural wastes for use in research and laboratory investigations with a view to finding their possible industrial utilization, and survey of availability of raw materials in different regions.

SEC. 16. Proper use of government motor vehicles.—The use of government motor vehicles by bureaus and offices for the purposes enumerated in section 15 hereof shall be authorized only through the issuance for each trip of a serially numbered ticket duly signed by the chief or the

administrative officer of the bureau or office concerned. These motor vehicles which shall be used strictly for official business shall bear government plates only and shall after office hours be kept in the garage provided therefor by the bureau or office to which they belong, except those for essential services, such as military police, experimental, mail and health services.

SEC. 17. Use of more than one motor vehicle prohibited.—With the exception of the President, no government official or employee authorized to use any vehicle operated and maintained from the funds appropriated in this Act shall be allowed to use more than one such motor vehicle: **PROVIDED, HOWEVER,** That the Vice-President, the President of the Senate, and the Speaker of the House of Representatives may be allowed to use two motor vehicles each: **AND PROVIDED, FINALLY,** That no official who has been furnished motor transportation by any government corporation shall be allowed to use motor vehicle transportation operated and maintained from funds appropriated in this Act.

The Auditor General is hereby empowered to issue rules and regulations for the proper implementation and enforcement of the provisions hereof.

SEC. 18. Disposition of motor vehicles not used by a bureau or office.—All motor vehicles owned by or assigned to the different departments, bureaus, offices and branches of the National Government not needed by the officials and for the purposes enumerated in sections 13 and 15 of this Act shall be disposed of to the highest bidder at public auction sales announced in newspapers of general circulation at least ten days before the sale: **PROVIDED,** That the former user thereof shall be given preference if he offers a price equal to that of the highest bid by others.

SEC. 19. Prohibition against the use of appropriations for the payment of salaries and wages of officers or employees engaged in a strike against the Government.—Subject to existing civil service rules and regulations and the proper administrative proceedings, no part of the funds of, or available for expenditure by, any agency included in this Act shall be used to pay the salary or wages of any officer or employee who engages in a strike against the Government of the Republic of the Philippines or who is a member of an organization of government employees that in the opinion of the Secretary of Justice asserts the right to strike against the Government of the Republic of the Philippines, or who in the opinion of said Secretary of Justice advocates, or is a member of an organization that advocates, the overthrow of the Government of the Republic of the Philippines by force or violence: **PROVIDED,** That for the purposes hereof an affidavit shall be considered sufficient evidence that the person making the affidavit has not contrary to the provisions of this section engaged in a strike against the Government of the Republic of the Philippines, is not a member of any organization of government employees that asserts the right to strike against the Government of the Republic of the Philippines, or that

such person does not advocate, and is not a member of an organization that advocates, the overthrow of the Government of the Republic of the Philippines by force or violence.

SEC. 20. Gratuity for officials and employees whose positions are abolished under this Act.—Official and employees who shall be separated from the service by reason of the abolition of their positions shall be entitled to a gratuity equivalent to one month's salary for every year of continuous and satisfactory service rendered but not exceeding twelve months on the basis of the highest salary received, payable from any savings to be made from any item of appropriation provided in this Act: **PROVIDED,** That temporary employees so separated shall be entitled to a gratuity equivalent to one-half of their monthly salary for every year of continuous and satisfactory service rendered but not exceeding twelve months: **AND PROVIDED, FURTHER,** That casual or emergency employees who have rendered not less than six months and not more than six months and not more than one year of continuous and satisfactory service prior to the abolition of their positions shall be entitled to a gratuity of not less than one month's salary. In case of reemployment of any official or employee in the government service, whether National, provincial, city or municipal, or corporations owned and/or controlled by the Government, the official or employee so reinstated shall be required to refund only the unexpired portion of the gratuity received. However, in the event that such unexpired portion cannot be refunded in one lump sum, refund thereof by monthly installment may be allowed within a period not exceeding one year.

SEC. 21. Policy to be followed in laying off officials and employees.—In selecting the officials and employees who shall be separated from the service by reason of the abolition of their positions provided in Executive Order No. 392, series of 1951, merit, fitness, efficiency, experience and training and seniority in the service shall be considered. The following priorities should, therefore, be adhered to as closely as possible:

(a) Officials and employees who had been charged with administrative and/or other offenses are still in the service on account of the lenient disciplinary action taken against them or of the lighter penalties imposed;

(b) Officials and employees who are not civil service eligibles, except those who are occupying positions the duties of which are policy determining, primarily confidential and highly technical in nature; and

(c) Officials and employees who are handicapped by old age, physical infirmity or otherwise suffering from some incurable disease.

SEC. 22. Payment of leave earned by employees to be laid off.—The money value of the accumulated vacation and sick leave earned by the officials and employees up to the date of their separation from the service shall be paid simultaneously with the payment of the gratuity herein authorized.

SEC. 23. Effective date.—This Act shall take effect on July first, nineteen hundred and fifty-one, except where otherwise stated.

Approved, June 28, 1951, with the exception of the following:

B.—OFFICE OF THE PRESIDENT

“(5) Philippine Charity Sweepstakes Office,” (pages 79–85)

E.—DEPARTMENT OF FINANCE

(2) BUREAU OF CUSTOMS

Manila Customhouse

“80. Collector of Customs, item 1,” (page 139)

I.—DEPARTMENT OF EDUCATION

IV.—SPECIAL PURPOSES

“31. For the expenses of the Medical and Dental Services—P1,955,000,” (pages 361–364)

J.—DEPARTMENT OF LABOR

Title “(5) Bureau of Industrial Safety” and item “2,” (page 380)

K.—DEPARTMENT OF NATIONAL DEFENSE

VI.—SPECIAL PROVISIONS

Item “20,” (page 427)

O.—GENERAL AUDITING OFFICE

VI.—SPECIAL PROVISIONS

Item “2,” (page 518)

GENERAL PROVISIONS

“SEC. 21, (a), (b) and (c),” (page 603)

DEPARTMENT AND BUREAU ADMINISTRATIVE ORDERS AND REGULATIONS

Department of Finance

BUREAU OF INTERNAL REVENUE

REVENUE REGULATIONS NO. V-13

July 5, 1951

AMENDMENTS TO REVENUE REGULATIONS NO. V-1, OR THE BOOKKEEPING REGULATIONS, COVERING THE USE OF SIMPLIFIED SET OF BOOKKEEPING RECORDS.

To all Internal Revenue officers and others concerned:

In accordance with the provisions of Republic Act No. 438, amending section 334 of Commonwealth Act No. 466, otherwise known as the National Internal Revenue Code, the following amendments to Revenue Regulations No. V-1, or the BOOKKEEPING REGULATIONS, are hereby promulgated for the information and guidance of all concerned and shall be known as Revenue Regulations No. V-13.

SECTION 1. Section 2 of Revenue Regulations No. V-1 is hereby amended by adding at the end thereof a new paragraph to read as follows:

"Simplified set of bookkeeping records" consists of the record of daily sales and each receipts, the record of daily purchases, expenses and cash disbursements, record of the summary of transactions, and the yearly statements of net worth and operations, which may be in combined form or in separate booklets, as illustrated in the forms forming part of these regulations. These forms may be printed, mimeographed, typewritten or hand written in print."

SEC. 2. The provisions of section 334 of the National Internal Revenue Code quoted in Chapter II of Revenue Regulations No. V-1 have been amended by Republic Act No. 438 to read as follows:

CHAPTER II. *Books of Accounts and Simplified Set of Bookkeeping Records*

"All Corporations, companies, partnerships, or persons required by law to pay internal revenue taxes shall keep a journal and a ledger, or their equivalents: *Provided, however,* That those whose gross quarterly sales, earnings, receipts, or output do not exceed five thousand pesos shall keep and use a simplified set of bookkeeping records recommended by the Collector of Internal Revenue and approved by the Secretary of Finance." (Sec. 334 of Commonwealth Act No. 466 as amended by Republic Act No. 438.)

SEC. 3. Section 5 of Revenue Regulations No. V-1 is hereby amended to read as follows:

"SEC. 5. *Persons required to keep simplified set of bookkeeping records.*—Persons required by law to pay internal revenue taxes on business whose gross quarterly sales, earnings, receipts or output do not exceed ₱5,000 shall keep and use the simplified set of bookkeeping records recommended by the Collector of Internal Revenue and approved by the Secretary of Finance, as defined in section 1 of these regulations, unless they elect to keep the regular books of accounts.

SEC. 4. Section 6 of Revenue Regulations No. V-1 is hereby amended to read as follows:

SEC. 6. *Transactions to be recorded in the simplified set of bookkeeping records.*—The amount of sales of goods, wares, or merchandise or the value of services rendered for the day, whether in cash or on credit, shall be entered in the record of daily sales and cash receipts not later than five o'clock in the afternoon of the day following the date of the transaction. The manner of entering the transactions for the day in the record of daily sales and cash receipts are explained in Appendix 1 (Form No. 1). If there is no sale or receipt during the day, that fact shall be noted in the said record within the same period.

All purchases and expenditures whether in cash or on credit and other sundry disbursements shall be recorded likewise every day in the record of daily purchases, expenses and cash disbursements not later than five o'clock in the afternoon of the day following the date the particular transaction was effected. The manner of entering the transactions for the day in the said record of daily purchases, expenses and cash disbursements are explained in Appendix II (Form No. 2).

Within twenty-four hours after the close of each calendar month, the money columns of the record of daily sales and cash receipts and the record of purchases, expenses and cash disbursements shall be totaled and posted or transferred to the corresponding columns in the record of the summary of transaction as shown in Appendix III (Form No. III). After the end of the accounting year, the money columns of the summary of transactions shall be totaled and the computations indicated therein properly accomplished.

The yearly statements of net worth and operations shall be prepared within sixty days after

[illegible]

SUMMARY OF TRANSACTION

for the year

Form No. 3

[illegible]

Form No. 4

Appendix IV

SUMMARY OF TRANSACTIONS

Accomplish this Record by using the data shown on Form No. 3, Appendix III and Statement of Net Worth for the past year.

CASH ON HAND

Cash on hand at beginning of the year (z) P.....
Add: (1) Cash received during the year

Total cash on hand at beginning of the year,
received during the year
Less: (6) Cash disbursed during the year

(a) Cash on hand at end of the year P.....

DUE FROM CUSTOMERS

Unpaid sales at beginning of the year (z)	P.....
Add: (2) Sales on credit during the year .....	.....

Total receivables from customers
Less: (3) Payments received from customers during the year

(b) Due from customers at end of the year.... ₱.....

PAYABLE TO CREDITORS

Unpaid accounts at beginning of the year (2).....	P.....
Add: (7) Obligations incurred during the year .....	.....

Total payables to creditors .....	.....
Less: (9) Payments made to creditors during the year .....	.....

(c) Payable to creditors at end of the year.... ₹.....

OTHER ASSETS

Total (11) other debits during the year P.....
Less: Withdrawals of investment during the year

Other assets acquired during the year
Add: Other assets at beginning of the year (z).....

(d) Other assets at end of the year P.....

OTHER LIABILITIES

Total (5) other credits during the year P.....
Less: Investments made during the year P.....

(f) Other income during the year

Other liabilities incurred during the year
Add: Other liabilities at beginning of the year
(z)

(e) Other liabilities at end of the year P.....

OTHER INCOMES

Total (5) other credits during the year P.....
Less: Investments made during the year P.....

Other liabilities incurred during the year

(f) Other incomes during the year ?

SALES

Sales (3-a) under first privilege tax receipt P.....
Sales (3-b) under second privilege tax receipt
Sales (3-c) under third privilege tax receipt

(g) Total sales during the year P.....

(z) Statement of Net Worth for past year

PURCHASES

Purchases (8-a) under first privilege tax receipt	P.....
Purchases (8-b) under second privilege tax receipt.....	.....
Purchases (8-c) under third privilege tax receipt.....	.....
(h) Total purchases during the year	P.....

EXPENSES

Distribute (j-1) Salaries, wages, etc.	P.....
(j-2) Rents and taxes .....	.....
(j-3) Sundries .....	.....
(j) Total expenses during the year	P.....

Form No. 5

Appendix V

YEARLY STATEMENTS

STATEMENT OF NET WORTH
as of

(a) Cash on hand	P.....
(b) Due from customers (unpaid sales) .....	.....
(x) Merchandise at end of the year .....	.....
(d) Other assets	P.....
Less: Estimated depreciation .....	.....
TOTAL ASSETS	P.....
Less: (c) Payable to creditors (unpaid obligations)	P.....
(e) Other liabilities .....	.....
TOTAL LIABILITIES .....	.....
NET WORTH AS OF	P.....

STATEMENT OF OPERATIONS
for the year ending

(g) Total sales	P.....
(x) Inventory at end of the year .....	.....
Total	P.....
(h) Total purchases	P.....
(y) Inventory at beginning of the year .....	.....
Total .....	.....
GROSS INCOME FROM OPERATIONS	P.....
Less: Deductions .....	.....
(j-1) Salaries, wages, etc.	P.....
(j-2) Rents and taxes .....	.....
(j-3) Sundries .....	.....
(j) Total Expenses .....	.....
Add: Estimated depreciation .....	.....
TOTAL DEDUCTIONS .....	.....
NET INCOME FROM OPERATIONS .....	.....
Add: (f) Other income .....	.....
NET INCOME FOR THE YEAR	P.....

NOTE:

- (x) See inventory sheet for the present year.
(y) See inventory sheet for the past year.

The depreciation expense is not taken up in the bookkeeping records. It is estimated and shown only in these statements.

Department of Justice

ADMINISTRATIVE ORDER No. 134

August 1, 1951

DESIGNATING JUDGE LUIS ORTEGA AS MEMBER OF
THE EIGHTH GUERRILLA AMNESTY COMMISSION

Pursuant to the provisions of Administrative Order No. 11 of His Excellency, the President of the Philippines, dated October 2, 1946, and in view of the appointment of Judge Fidel Ibañez, Member of the Eighth Guerrilla Amnesty Commission, to the Sixth Judicial District, the Honorable Luis Ortega, Judge of the Eighth Judicial District, Second Branch is hereby designated to act as member of the said Commission in lieu of Judge Ibañez.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 138

August 2, 1951

APPOINTING SPECIAL COUNSEL PANTALEON DE LA
PEÑA OF MISAMIS ORIENTAL AS ACTING CITY
ATTORNEY OF CAGAYAN DE ORO CITY.

In the interest of the public service and pursuant to the provisions of section 1679 of the Revised Administrative Code, Mr. Pantaleon de la Peña, Special Counsel of Misamis Oriental, is hereby appointed Acting City Attorney of Cagayan de Oro City, effective August 1, 1951, without additional compensation, and to continue until the return to duty of the regular city attorney thereof.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 139

August 6, 1951

AUTHORIZING JUDGE-AT-LARGE TEODORO CAMACHO
TO HOLD COURT IN THE CITY OF ZAMBOANGA
AND PROVINCE OF SULU.

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, the Honorable Teodoro Camacho, Judge-at-Large, is hereby authorized to hold court in the City of Zamboanga and the Province of Sulu beginning the first of September, 1951, for the purpose of trying all kinds of cases and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 140

August 11, 1951

AUTHORIZING JUDGE-AT-LARGE FIDEL VILLANUEVA TO HOLD COURT IN PALAWAN AND ALSO IN LA UNION IMMEDIATELY AFTER HIS COURT SESSION IN PALAWAN.

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, the Honorable Fidel Villanueva, Judge-at-Large, is hereby authorized to hold court in the Province of Palawan, beginning August 16, 1951, and to hold court in the Province of La Union immediately after his court sessions in Palawan, for the purpose of trying all kinds of cases and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 141

August 15, 1951

AUTHORIZING DISTRICT JUDGE JUAN A. SARENAS TO HOLD COURT IN BUAYAN, COTABATO

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, the Honorable Juan A. Sarenas, District Judge, is hereby authorized to hold court in the municipality of Buayan, Cotabato, beginning September 12, 1951, for the purposes of trying all kinds of cases and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 142

August 15, 1951

AUTHORIZING CADASTRAL JUDGE MAXIMO ABAÑO TO HOLD COURT IN CALAPAN, MINDORO ORIENTAL TO TRY CERTAIN CIVIL CASES.

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, the Honorable Maximo Abaño, Cadastral Judge, is hereby authorized to hold court in Calapan, Mindoro Oriental, during the first week of October, 1951, for the purpose of trying civil case No. V-298 entitled "Domingo Mabutas vs. Calapan Electric Company" and civil case No. V-237 entitled "Doroteo Amilao vs. Honorato Goco" and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 143

August 18, 1951

AUTHORIZING JUDGE-AT-LARGE JESUS Y. PEREZ TO HOLD COURT IN QUEZON CITY IN THE AFTERNOONS AND DETAILED IN THE DEPARTMENT OF JUSTICE IN THE MORNINGS.

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, the Honorable Jesus Y. Perez, Judge-at-Large, is hereby authorized to hold court in Quezon City in the afternoons only, effective today, for the purpose of trying all kinds of cases and to enter judgments therein, and detailed to the Department of Justice in the mornings effective on the same date.

This Order mends Administrative Order No. 95 of this Department, dated May 16, 1951, in so far as the assignment of Judge Perez in Quezon City and Caloocan is concerned.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 144

August 21, 1951

AUTHORIZING JUDGE-AT-LARGE JOSE C. ZULUETA TO TRY CRIMINAL CASES IN PASIG, RIZAL IN ADDITION TO AUTHORITY GRANTED HIM UNDER ADMINISTRATIVE ORDER NO. 124 OF THIS DEPARTMENT.

In addition to the authority granted to Judge-at-Large Jose C. Zulueta under Administrative Order No. 124 of this Department, dated July 12, 1951, he is also hereby authorized to try criminal cases in Pasig, Rizal and to enter judgment therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 145

August 24, 1951

AUTHORIZING JUDGE-AT-LARGE JULIO VILLAMOR TO HOLD COURT IN CATANDUANES

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act 296, the Honorable Julio Villamor, Judge-at-Large, is hereby authorized to hold court in the Province of Catanduanes beginning October 1, 1951, until after the elections for the purpose of trying all kinds of cases and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 146

August 25, 1951

AUTHORIZING JUDGE-AT-LARGE FIDEL VILLANUEVA TO TRY CERTAIN CASES IN PUERTO PRINCESA, PALAWAN.

In the interest of the administration of justice and upon agreement of the parties, the Honorable Fidel Villanueva, Judge-at-Large, is hereby authorized to try in Puerto Princesa, Palawan, the six cases for homicide, robbery, theft and illegal possession of explosives arising from Coron and Cuyo, and to enter judgments therein.

JOSE P. BENGZON
Secretary of Justice

ADMINISTRATIVE ORDER No. 147

August 29, 1951

AUTHORIZING CADASTRAL JUDGE LUIS N. DE LEON TO HOLD COURT IN OZAMIZ CITY FOR TRYING ALL KINDS OF CASES.

In the interest of the administration of justice and pursuant to the provisions of section 56 of Republic Act No. 296, Cadastral Judge Luis N. de Leon is hereby authorized to hold court in Ozamis City beginning September 1, 1951, for the purpose of trying all kinds of cases, giving preference to cadastral cases, including those coming from the municipalities of Clarin, Tudela, Tangub and Bonifacio, and to enter judgments therein.

CEFERINO DE LOS SANTOS
Undersecretary of Justice

Department of Agriculture and Natural Resources

BUREAU OF LANDS

LANDS ADMINISTRATIVE ORDER No. 6-3

July 20, 1951

AMENDMENT PRESCRIBING TIME LIMITS FOR SUBMITTAL OF REPORTS OF INVESTIGATION AND RENDITION OF DECISION BY DISTRICT LAND OFFICER.

1. Paragraph numbered Seven of Lands Administrative Order No. 6 is hereby amended so as to read as follows:

"7. *Report of investigation.*—Among other material things, the report of investigation shall state (a) as to who is in the actual possession of the land in controversy, (b) since when and how its occupant obtained possession thereof, (c) what improvements are found on the land, (d) of what do they consist, (e) in about what year they were planted or made, and by whom, and (f) what muniments of title thereto, if any, has each of the

claimants or occupants. There shall be attached to the report a sketch showing (1) the dimensions of the land, (2) the relative position of each claim, and (3) its physical contour. The report shall also be accompanied with copies of the notices sent to the parties evidencing their receipt of the original thereof as well as with the declarations of the parties and their respective witnesses who testified during the investigation and with all other papers relevant thereto, such as documentary evidence, etc.

"7-a. The Public Lands Inspector assigned to conduct the investigation shall prepare and submit his report to the Director of Lands, through the District or Provincial Land Officer concerned, within a period of 30 days from the date of the termination of the investigation. Within a period of 30 days from the date of his receipt of the report, the said District Land Officer shall indorse the same to the Director of Lands, provided, however, that when the case can be decided by him as provided for in Lands Administrative Order No. 13-1, the said report shall be retained by him but he shall render the corresponding decision thereon within 60 days from the date of his receipt of the report."

2. This Order shall take effect immediately.

FERNANDO LOPEZ
*Secretary of Agriculture and
Natural Resources*

Recommended by:

JOSE P. DANS
Director of Lands

Department of Education

BUREAU OF PUBLIC LIBRARIES**REGULATIONS AND FORMS FOR THE ENFORCEMENT OF THE MARRIAGE LAW***

Pursuant to the provisions of article 95 of Republic Act No. 386 (Civil Code of the Philippines), the following regulations and forms are hereby promulgated for the purpose of enforcing the provisions of "Title III.—Marriage."

REGISTRATION OF PRIESTS, MINISTERS AND RABBIS

SECTION 1. *Requisites for registration.*—Bishops, priests, rabbis, or ministers of any church, sect, or religion authorized by their organization to solemnize marriage shall be registered in the Bureau of Public Libraries, provided that the church, sect, or religion to which they belong (a) operates in the Philippines and (b) is in good repute.

SEC. 2. *Presumption as to the existence of a church or religious sect.*—It shall be understood that

* These regulations were first published in the *Official Gazette* in February 1951 (Vol. 47, No. pages 611, 612); republished in this issue to include forms.

a church, sect, or religion operates in the Philippines when a great number of the Filipino people professes it, and this fact appears clearly in the Census of the Philippines of 1918 or in any subsequent issue of the Census. In the absence of the necessary information from the Census or in case of doubt, the existence of such church, sect, or religion may be proved by a sworn statement of its founder, bishop, or head, setting forth:

(a) A brief history of the said church, sect, or religious denomination;

(b) That the said church, sect or religious denomination is duly incorporated for the administration of its temporalities;

(c) That it has at least a temple or chapel, and the town and province, or city in which it is situated, and if more than one, the places wherein they are respectively situated, and the name of the priest or minister assigned to each;

(d) That it has a congregation of not less than 20 bona fide active members, all residents of the Philippines, who attend at the religious gatherings which it holds periodically in its church or chapel.

SEC. 3. *Meaning of good repute.*—A church or religion is in good repute if it holds religious services or gatherings periodically in its church or chapel, and complies with the requirements of the marriage law and of these regulations, and that there is nothing in its teachings, principles, and practices that is contrary to the common weal.

Unless and until otherwise shown, the churches, sects, or religions appearing in the Census of the Philippines, as being professed by a great number of the Filipino people shall be presumed to be in good repute.

In case of doubt with respect to any church, sect or religion, which does not appear in the Census of the Philippines, the question of its being in good repute may be proven by means of a certificate of the mayor, the provincial governor, or the commander of the Philippine Constabulary having jurisdiction over the place where its chapel or church is situated, affirming the facts and circumstances referred to in the first paragraph hereof.

SEC. 4. *Practice incompatible with good reputation.*—The practice by any religious denomination of appointing priests or ministers who do not celebrate nor hold religious gatherings or services periodically, but whose activity appears to be that of solemnizing marriage only, shall be considered *prima facie* proof that such religious denomination is not in good repute, on which account the registration of its priests or ministers shall not be allowed, and if they have been previously granted authorizations to solemnize marriage, the same shall be cancelled.

SEC. 5. *Registration of bishop or head of any church or religion.*—The bishop or head of any church, sect or religion possessing the conditions

imposed by section 1 of these regulations shall, in applying for registration, send to the Director of the Bureau of Public Libraries a copy of his appointment as such bishop or head of his church, sect, or religion, together with a certified copy of the laws and regulations thereof and a sworn statement giving the following data:

(a) His full name and residence;

(b) The name of his church, sect, or religion;

(c) The position which he holds in his church, sect, or religion; and

(d) The fact that he is authorized by the laws or regulations of his organization to solemnize marriage and to appoint priests and ministers, etc., in the Philippines. In case he is not authorized to appoint priests and ministers he shall give the name of the person authorized to make such appointments, and the name and position of the person who issues certified copies of said appointments.

SEC. 6. *Registration of priests, rabbis, or ministers.*—For the purpose and effects of registration in the Bureau of Public Libraries, the priests, rabbis, or ministers of any religious denomination which fulfills the conditions imposed by section 1 of these regulations, shall each send to the said bureau, together with the copy of his appointment or authorization, a sworn statement subscribed before a justice of the peace, notary public or any other official authorized to administer oaths in which must appear the following:

(a) Full name and residence, and the full name and residence of his bishop or head;

(b) The fact that he is authorized by the proper authority of his church, sect, or religion to solemnize marriages; and

(c) That the copy of his appointment or authorization he is sending is a true copy of the original which he holds in his possession.

SEC. 7. *Validity of appointment.*—No appointment or authorization of a priest, rabbi, or minister of the gospel shall be recognized unless it has been issued by a bishop, head, or the proper authority of the church, sect, or religion of which the said priest, rabbi, or minister is a member.

SEC. 8. *Requisites of appointment.*—The appointment or authorization of a priest, rabbi, or minister of the gospel shall be signed by the competent authority of his church or religion, and shall contain the following requisites:

(a) The full name of the priest, rabbi or minister appointed;

(b) His age;

(c) His residence;

(d) The extent of his territorial jurisdiction, whether it is general as to cover the whole Philippines, or limited to a municipality or province, or to two or more municipalities or prov-

inces. In the later case, the names of the places shall be stated.

(e) The church or chapel which is under his direction or administration, or in which said priest, rabbi, or minister usually solemnizes marriage and the municipality and province in which it is situated.

SEC. 9. *Meaning of church or chapel.*—For the purpose and effects of the law and of these regulations, the word "church" or "chapel" shall be mentioned to mean any building, either of strong, mixed, or light materials, if it is permanent in character, and is opened during convenient hours of the day, and used exclusively for holding religious gatherings, solemnizing marriages, and other religious ceremonies.

SEC. 10. *Registration and issuance of authorization to solemnize marriage.*—Upon receipt of the sworn statement and the copy of the appointment or authorization mentioned in the preceding sections, the Director of the Bureau of Public Libraries, if convinced thereby that the church, sect, or religion of the applicant operates in the Philippines, and is in good repute, as provided in sections 2 and 3 of these regulations, shall, upon payment of the corresponding fees, record in a suitable register the name of the applicant, and issue to him an authorization to solemnize marriage, which has to be exhibited to the contracting parties, to their parents, grandparents, guardians, or persons in charge demanding the same. The said authorization shall be renewed on or before the first day of May of each year, upon payment of the fee fixed for renewal.

SEC. 11. *Cancellation of registration.*—The Director of the Bureau of Public Libraries shall, on his own initiative or at the request of an interested party, cancel the registration of a bishop, head, priest, rabbi, or minister of any church, sect, or religion, when it appears that the church, sect, or religion, of such bishop, head, priest, rabbi, or minister has ceased to be in good repute according to the provisions of sections 3 and 4 of these rules. Likewise, it is the duty of the said Director to cancel the registration of a priest, rabbi, or minister when request for such cancellation is made by the bishop, head, or proper authorities of the church, sect, or religion of which the said priest, rabbi, or minister is a member.

SEC. 12. *Fees.*—The priests, rabbis, or ministers of the gospel of any denomination, church, sect, or religion, or any interested person, shall pay the following fees:

For each authorization to solemnize marriage	P2.00
For each renewal of authorization	1.00
For each cancellation of an authorization at the request of an interested party	1.00
For each certification of any entry upon the register	1.00

For issuing a duplicate of the authorization 2.00

PREScribed FORMS

SEC. 13. *Forms.*—Prescribed forms shall be adopted in the enforcement of the provisions of the marriage law, and the instructions or notes given for these forms shall be observed as part of the regulations:

Form No. 1

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
BUREAU OF PUBLIC LIBRARIES

APPLICATION FOR REGISTRATION OF PRIESTS MINISTERS, AND RABBIS

....., 19.....
(Date)

The Director, BUREAU OF PUBLIC LIBRARIES, Manila
SIR:

The undersigned,
(Write full legal name)

resident of, and duly
appointed by his Chief,
(Priest or minister of the gospel)

the Most Rev. { Bishop
President } *
(Write full legal name) { Head }
of the and resident
(Name of the church)

of, hereby testifies:

1. That in accordance with his appointment, a true copy of which is attached herewith, he is authorized by his { Church *
Sect } to solemnize marriages;
{ Religion }
2. That his jurisdiction for purposes of solemnizing marriages

- (a) extends over the whole Philippines; or
- (b) is limited to the town or towns of
....., province
or provinces of
Philippines;

3. That the church to which he belongs operates in the Philippines and is in good repute, and the undersigned is assigned to its temple or chapel situated in
Province of

Wherefore, the undersigned applies for the registration under the provisions of Republic Act Numbered 386, and requests that an authorization to solemnize marriages be issued to him.

.....
(Signature of applicant)

.....
(Position)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines, by Rev., the

deponent in the foregoing affidavit, who exhibited to me his Residence Certificate No., issued at, on, 19....

the age of twenty years, if a male, or eighteen years, if a female:

(Signature of applicant)

Subscribed and sworn to before me this day of, 19...., at, Philippines.

Exempt from
documentary
stamp tax

(Signature of person administering oath)

(Position)

NOTE.—The amount of two pesos as registration fee, plus thirty centavos for documentary stamp to be affixed to the authorization, and thirty centavos for expenses in sending the authorization by registered mail to the applicant, should be forwarded in P. O. Money Order with this application. These amounts will be returned to the applicant in case his registration is refused conformably to the regulations.

* Cross out unnecessary words.

Form No. 2

[IMPORTANT.—Applications of both contracting parties should be registered under one number only.]

REGISTER No.

DATE OF RECEIPT

APPLICATION FOR MARRIAGE LICENSE

City or Municipality of

Province of

The Local Civil Registrar of

SIR:

I have the honor to apply for a license to contract marriage with and to this effect, being duly sworn, I hereby depose and say that I have all the necessary qualifications, and none of the legal disqualifications, to contract the said marriage, and that the following data are true and correct, to the best of my knowledge and information:

- (a) Full name of the contracting party:
- (b) Place of birth:
- (c) Age, date of birth:
- (d) Civil status (single, widow or widower, or divorced):
- (e) If widower or widow, the full name and date of death of the deceased or last deceased spouse:
- (f) If divorced, how and when the previous marriage was dissolved:
- (g) Citizenship of contracting party:
- (h) Present Residence: since
- (i) Degree of relationship of contracting parties:
- (j) Full name of father:
- (k) Residence of father, if living:
- (l) Full name of mother:
- (m) Residence of mother, if living:
- (n) Full name and residence of guardian or person having charge, in case the contracting party has neither father nor mother and is under

INSTRUCTIONS

1. Upon receiving the application for marriage license, the Local Civil Registrar shall require the exhibition of the baptismal or birth certificate of the contracting parties. This requirement may be waived or dispensed with in any of the following cases only:

(a) When the originals have been destroyed or lost.
(b) When it is shown by affidavit of the party concerned or of any other person that the baptismal or birth certificate of said party has not yet been received although it has been requested of the person having custody thereof at least fifteen days prior to the date of the application for marriage license.

In either of these two cases, (a) and (b), the party concerned may present his residence certificate for the current year or any previous years to show his age as stated in his application (see Form No. 3), or he may present an instrument drawn up and sworn to before the Local Civil Registrar or before any official authorized to administer oath. (See Form No. 4.)

(c) When the parents of the contracting parties appear personally before the Local Civil Registrar and swear to the correctness of the lawful age of the said parties as stated in the application, [see Form No. 5(a).]

(d) When the Local Civil Registrar by merely looking at the applicants upon their personally appearing before him, is convinced that either or both of them have the required age [see Form No. 5(b).] (Rep. Act No. 386, Art. 60.)

2. In case either of the contracting parties is a widowed or divorced person, the same shall be required to furnish, instead of his or her baptismal or birth certificate, the death certificate of the deceased spouse or the decree of the divorce court, as the case may be. In case the death certificate cannot be found, the party shall make an affidavit setting forth this circumstance and his actual civil status and the name and date of the death of the deceased spouse (see Form No. 4(c).) (Rep. Act. No. 386, Art. 61.)

3. When either or both of the contracting parties are citizens or subjects of a foreign country, it shall be necessary, before a marriage license can be obtained, to provide themselves with a certificate of legal capacity to contract marriage, to be issued by their respective diplomatic or consular officials. (Rep. Act No. 386, Art. 66.)

4. There being an express prohibition for American consular officers to issue the certificate of legal capacity to contract marriage required by the local law, American citizens may be required to submit affidavits to a proposed marriage executed before the consul of the United States in lieu of such certificate of legal capacity. (Opinion of the Secretary of Justice, October 5, 1946.)

Form No. 3

(To be accomplished in connection with the application for marriage license in certain cases. See instructions on back of Form No. 2.)

PRESENTATION OF RESIDENCE CERTIFICATE FOR ANY YEAR IN LIEU OF BAPTISMAL OR BIRTH CERTIFICATE

(Date)

The Local Civil Registrar of

SIR:

Not being able to produce my baptismal or birth certificate or a certified copy of either, because

{ of the destruction or loss of the original, or
for the cause stated in the following affidavit } * I
have the honor to present, in lieu of the said docu-
ments, my Residence Certificate for the year 19.....
to show the age stated in my application for a
license to contract marriage with

.....
(Signature of applicant)

AFFIDAVIT

I,,
aged years and resident of,
being duly sworn, do hereby depose and say
that { my baptismal or birth certificate
the baptismal or birth certificate of }
has not yet been received though the same
has been requested of the person having custody
thereof at least fifteen days prior to the date
of { my application
the application of the said } *
for a license to contract marriage with

.....
(Signature of affiant)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines.

Exempt from
documentary
stamp tax

.....
(Signature of person administering oath)

.....
(Position)

I hereby certify that on this day
of, 19....., I have examined
the Residence Certificate of applicant
..... for the year 19.....
(No., issued at), and that,
according to it, he was years of age in the
said year, or years old now.

.....
Local Civil Registrar of

* Cross out unnecessary words.

Form No. 4

City or Municipality of
Province of

.....
(Date)

The Local Civil Registrar of

SIR:

Not being able to produce my baptismal or birth
certificate or a certified copy of either { because of
the destruction or loss of the original, or
stated in the affidavit appearing on back of this in-
strument } * I have the honor to submit, in lieu of
said documents, the following identification certi-
ficate, to show the age stated in my application for

a license to contract marriage with
.....
(Signature of applicant)

(a) IDENTIFICATION CERTIFICATE

City or Municipality of
Province of

I,, of lawful age
and resident of, and I,
resident of, of lawful age and
resident of, being duly
sworn, do hereby depose and say that we person-
ally know; that we know
(Full name)

he is by profession, a
resident of, and a son or daughter
of and;
(Full name of father, if known) (Full name of mother, if known)

and that, according to the best of our knowledge
and information, the said was
born in, the day of
....., 19.....

.....
(Signature)

.....
(Signature)

(Degree of relationship, if any
with the contracting party)

(Degree of relationship, if any
with the contracting party)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines.

Exempt from
documentary
stamp tax

.....
(Signature of person administering oath)

.....
(Position)

NOTE.—The nearest of kin of the contracting parties shall be
preferred as witnesses, and in their default, persons well known
in the province or the locality for their honesty and good
repute (Rep. Act 386, Art. 60).

* Cross out unnecessary words.

(b) AFFIDAVIT THAT BAPTISMAL OR BIRTH CERTIFICATE HAS NOT BEEN RECEIVED

City or Municipality of
Province of

I,, aged years and
resident of, being duly sworn, do
hereby depose and say that { my baptismal or birth
certificate the baptismal or birth
certificate of } * has not yet
been received though the same has been requested
of the person having custody thereof at least fifteen
days prior to the date of { my application
the application of the
said } * for a license to
contract marriage with

.....
(Signature of affiant)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines.

Exempt from
documentary
stamp tax

(Signature of person administering oath)

(Position)

for a license to contract marriage with
....., dated, 19.....

(Signature of father)

(Signature of mother)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines.

Exempt from
documentary
stamp tax

Local Civil Registrar of

(c) AFFIDAVIT OF WIDOWED PERSON

City or Municipality of
Province of

I,, aged years
and resident of, being
duly sworn, do hereby depose and say that I am
a widowed person; that the death certificate of
my { deceased spouse } * can not be found;
{ last deceased spouse }
that { his } * full name was;
{ her }
and that { he } * died on
{ she }

(Signature of affiant)

NOTE.—In case either of the contracting party is a widowed person, and the death certificate of the deceased cannot be found, the said party shall subscribe the above affidavit or any other equivalent to it (Rep. Act 386, Art. 61).

* Cross out unnecessary words.

Subscribed and sworn to before me this
day of, 19....., at,
Philippines.

Exempt from
documentary
stamp tax

(Signature of person administering oath)

(Position)

(b) NON-REQUIREMENT OF BAPTISMAL OR BIRTH CERTIFICATE OF APPLICANT BECAUSE OF HIS OR APPARENTLY HAVING THE REQUISITE AGE.

City or Municipality of
Province of

I hereby certify that on this day of
....., 19....., applicant
appeared personally before me and that, judging
from his or her appearance, I am convinced that
he or she has the requisite age.

Wherefore, said applicant has not been required
to exhibit his or her baptismal or birth certificate,
or any other document in lieu thereof.

Local Civil Registrar of

NOTE.—A male applicant for marriage license has the requisite age if—(1) He is not less than 20 years of age; or (2) Being less than 20 he is not less than 16 years of age, in which case he must present the consent required by Rep. Act 386, Art. 61; (3) Being a widowed or divorced person, he is more than 16 years of age.

A female applicant for marriage license has the requisite age if—(1) She is not less than 18 years of age; or (2) Being less than 18, she is not less than 14 years of age, in which case she must present the consent required by Rep. Act 386, Art. 61; or (3) Being a widow or divorcee, she is more than 14 years of age.

Form No. 6

CONSENT TO MARRIAGE OF A PERSON UNDER AGE

City or Municipality of
Province of

I,, resident of
and { Father } * of
{ Mother }
{ guardian }
{ person in charge }
resident of, single and less
than { twenty } * years of age, being duly sworn,
{ eighteen }
do hereby depose and say that I freely consent to
said, marrying
with, resident of
and that I know of no legal impediment to such
marriage.

(Signature of father, mother, or guardian)

Form No. 5

(a) PERSONAL APPEARANCE OF PARENTS SWEARING TO THE CORRECTNESS OF APPLICANTS AGE.

City or Municipality of
Province of

I,, father of
and/or I,, mother of the
said, appearing personally
before the Local Civil Registrar of,
do hereby swear to the correctness of the age of
the said party, as stated in his or her application

WITNESSES: (Not necessary if this affidavit is subscribed before the Local Civil Registrar concerned.)

Subscribed and sworn to before me this day of, 19..... at, Philippines.

Exempt from
documentary
stamp tax

(Signature of person administering
oath)

(Position)

INSTRUCTIONS

In case either or both the contracting parties, being single, or less than twenty years of age as regards the male and less than eighteen years as regards the female, they shall exhibit to the Local Civil Registrar concerned the consent to their marriage of their father, mother, or guardian, or person having legal charge of them, in the order mentioned. Such consent shall be in writing, under oath taken with the appearance of the interested parties before the Local Civil Registrar concerned or in the form of an affidavit made in the presence of two witnesses and attested before any official authorized by the law to administer oaths. (Rep. Act 386, Art. 61.)

For the purposes of the Marriage Law, by "guardian" is meant a guardian legally appointed by will or by a competent court for the person, or both the person and estate, of a minor. By "person having legal charge" is meant a person actually in lawful charge of a minor who has no father or mother, nor legal guardian.

* Cross out unnecessary words.

Form No. 7

SWORN STATEMENT THAT ADVICE OF PARENTS OR GUARDIAN HAS BEEN ASKED

City or Municipality of

Province of

I,, resident of, and
aged above twenty and under twenty-five } *
aged above eighteen but under twenty-three }
years, being duly sworn, do hereby depose and say,
that I have asked my {parents } * for advice upon
my intended marriage with
and that the advice given is attached hereto or has
been refused.*

(Signature of person obliged to ask advice)

Subscribed and sworn to before me this day of, 19....., at, Philippines.

(Signature of person administering oath)

(Position)

INSTRUCTIONS

1. Each applicant shall be required to accomplish this form if within the ages indicated above.

2. In case the advice has not been obtained, or if it be unfavorable, the Marriage License (Form No. 10) should be annotated above the signature of the Local Civil Registrar in the following manner: "Note: The advice upon the intended marriage of with not having been obtained or having been refused, the marriage shall not take place till after three months following completion of the publication, on 19....., of the application for marriage license."

* Cross out unnecessary words.

Form No. 8

ADVICE UPON INTENDED MARRIAGE (For male)

(Place)

To

Our/My advice upon your intended marriage with having been asked by you, and knowing no legal impediment to this marriage, we/I hereby advice you to marry her.

(Signature of father)

(Signature of mother)

(Signature of Legal Guardian or Head
of Welfare Institution)

ADVICE UPON INTENDED MARRIAGE (For female)

To

Our/My advice upon your intended marriage with having been asked by you, and knowing no legal impediment to this marriage, we/I hereby advice you to marry him.

(Signature of father)

(Signature of mother)

(Signature of Legal Guardian or Head
of Welfare Institution)

INSTRUCTIONS

1. Both parents are required to sign the advice if living.
2. This advice together with the sworn statement that the advice has been asked (see Form No. 7) shall accompany the application for marriage license (Rep. Act 386, Art. 62).

Cross out unnecessary words.

Form No. 9

REPUBLIC OF THE PHILIPPINES
CITY OR MUNICIPALITY OF
PROVINCE OF

NOTICE

and

APPLICANTS FOR MARRIAGE
LICENSE

....., resident of, aged
..... years and months, and {son } * of
..... and wishes
to contract marriage with
resident of, aged years
and months, and {daughter } * of
..... and
and
and

Any person having knowledge of any legal impediment to such marriage will please report it to the undersigned within ten days from this date.

.....
(Date)
.....
Local Civil Registrar of

NOTE.—This notice shall be posted during ten consecutive days at the main door of the building where the local civil registrar has his office, and once so posted its location shall not be changed. (Rep. Act No. 386, Art. 63.)
* Cross out unnecessary words.

Form No. 10

REPUBLIC OF THE PHILIPPINES

City or Municipality of
Province of

MARRIAGE LICENSE AND FEE RECEIPT OF TWO PESOS

This is to certify that
aged years and months, and resident of
....., may legally contract marriage with
aged years and months, and resident of
he having paid the license fee of P2 prescribed under article 65 of Republic Act No. 386.
This license shall be valid in any part of the Philippines, but it shall be good for no more than one hundred and twenty days from the date on which issued and shall be deemed cancelled at the expiration of said period if the interested parties have not made use of it.

As integral parts of this license, there are herewith attached copies of the applications of the contracting parties, and copies of the
In witness whereof, I have signed and issued this license, this day of, 19.....
REGISTER No.

.....
Local Civil Registrar of

INSTRUCTIONS

If males above 20 but under 25 years of age, or females above 18 but under 23 years of age did not obtain advice of their parents or guardian, or if it be unfavorable, a note above the signature of the Local Civil Registrar should be indicated in the following manner: "Note: The advice upon the intended marriage of with not having been obtained or having been refused, the marriage shall not take place till after three months following completion of the publication, on, 19..... of the application for the marriage license."

Form No. 11

REPUBLIC OF THE PHILIPPINES

City or Municipality of
Province of

FREE MARRIAGE LICENSE FOR INDIGENT PERSONS ONLY

This is to certify that
aged years and months, and resident of
....., may legally contract marriage with
aged years and months, and resident of

This license shall be valid in any part of the Philippines, but it shall be good for no more than one hundred and twenty days from the date on which issued and shall be deemed cancelled at the expiration of said period if the interested parties have not made use of it.

As integral parts of this license, there are herewith attached copies of the applications of the contracting parties, and copies of the

In witness whereof, I have signed and issued this license, this day of, 19.....

REGISTER No.

.....
Local Civil Registrar of

INSTRUCTIONS

1. Marriage licenses shall be issued free of charge to indigent parties, when both male and female do not each own assessed real property in excess of five hundred pesos, a fact certified to without cost, by the provincial treasurer, or in the absence thereof, by a statement duly sworn to by the contracting parties before the local civil registrar (Rep. Act 386, Art. 65).

2. Indigent parties are those persons who are poor, needy or without means of comfortable subsistence, so that the parties whose parents are rich or well-to-do are not exempt from free marriage license even if they do not own assessed real property in excess of P500.

3. If males above 20 but under 25 years of age, or females above 18 but under 23 years of age did not obtain advice of their parents or guardian, or if it be unfavorable, a note above the signature of the local civil registrar should be indicated in the following manner: "Note.—The advice upon the intended marriage of with not having been obtained or having been refused, the marriage shall not take place till after three months following completion of the publication, on, 19..... of the application for the marriage license."

Form No. 12

CERTIFICATE OF LEGAL CAPACITY TO CONTRACT MARRIAGE

This is to certify that, after proper investigation, there has been found no legal impediment, under the laws of the Philippines, to the issuance of a marriage license in favor of

.....
(Name of male)
aged years and months, residing at
....., a citizen or subject of,
and

.....
(Name of female)
aged years and months, residing at
....., a citizen or subject of

In witness whereof, I have signed this certificate, this day of, 19....., in
Philippines.

.....
(Signature)

.....
(Position)

INSTRUCTIONS

1. When either or both of the contracting parties are citizens or subjects of a foreign country, it shall be necessary, before a marriage license can be obtained, to provide themselves with a certificate of legal capacity to contract marriage, to be issued by their respective diplomatic or consular officials (Rep. Act 386, Art. 66).

2. There being an express prohibition for American consular officers to issue the certificate of legal capacity to contract marriage required by the local law, American citizens may be required to submit affidavits to a proposed marriage executed

Any priest or minister of the gospel of any denomination, church, sect, or religion convicted of the violation of any of the provisions of this Act, or of any crime, involving moral turpitude, shall in addition to the penalties incurred in each case, be disqualified to solemnize marriage for a period of not less than six months nor more than six years at the discretion of the court. (Sec. 46, as amended by Act 4236.)

Form No. 14

**REQUEST FOR CELEBRATION OF MARRIAGE IN
A PLACE DESIGNATED BY ONE OF THE PA-
RENTS OR GUARDIAN OF THE FEMALE
OR BY THE LATTER HERSELF**

City or Municipality of

Province of

....., 19.....
(Date)

(Person authorized to solemnize marriage)

(Position and address)

SIR:

I, _____, resident of _____,
Philippines, { the female over eighteen years of
age { father, mother or guardian of the
female } * named in the attached marriage license,
do hereby request that { my } * marriage with
{ her } * _____, the male
named in the said license, be solemnized by you at
the { house } *
{ barrio or sitio } of _____, in
the Municipality of _____, Province of
_____, Philippines.

(Signature of female, or of her father,
mother, or guardian)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines. Affiant, exhibited
to me his Residence Certificate No., issued
at, Philippines, on
19.....; or did not exhibit any residence certificate
by reason of

(Signature of person administering oath)

.....
(Position)

* Cross out unnecessary words.

Form No. 15

**AFFIDAVIT ON MARRIAGE "IN ARTICULO
MORTIS" OR MARRIAGE AT REMOTE
PLACE OR SHIP OR AIRPLANE**

City or Municipality of
Province of

I, _____, _____
(Full name) (Position)

of _____, being duly sworn, do hereby
depose and say:

(a) That the marriage of _____
and _____, a copy of the certificate of which is attached herewith, was performed by me on _____, 19_____,
(Date)

at the point of death of the contracting party
.....; or
at the barrio of, municipality

of Province of
a place where the female has her habitual
residence and which is more than fifteen kilo-
meters distant from the municipal building,
there being no communication by railroad or
by provincial or local highway between the
former and the latter; or

in ship or airplane named
at:

(b) That I took the necessary steps to ascertain the ages and relationship of the contracting parties; and

(c) That there was in my opinion no legal impediment to the marriage at the time that it was solemnized.

(Signature of the affiant)

Subscribed and sworn to before me this
day of, 19....., at,
Philippines. Affiant exhibited
to me his Residence Certificate No., issued
at, Philippines, on,
19.....; or did not exhibit any Residence Certificate
by reason of

(Signature of person administering oath)

(Position)

NOTE.—The original of this affidavit, together with a copy of the marriage contract, shall be sent by the person solemnizing the marriage to the local civil registrar of the municipality where it was performed, within the period of thirty days after the performance of the marriage. (Rep. Act 386, Art. 73.) Failure to do so is punishable by imprisonment for not less than one month nor more than two years, or by a fine of not less than three hundred pesos nor more than two thousand pesos, or both, in the discretion of the court. (Act 3613, Sec. 42.) The local civil registrar shall, before filing the papers, require the payment into the municipal treasury the required fee of P2. (Rep. Act 386, Art. 73.) During the war, the commanding officer of a military unit may only solemnize marriage in "articulo mortis" or on the point of death in the absence of a chaplain. (Rep. Act 386, Art. 74.)

Form No. 16

**AFFIDAVIT OF OFFICIAL, PRIEST OR MINISTER
WHO SOLEMNIZED MARRIAGE BETWEEN
MAN AND WOMAN WHO LIVED TOGETHER
AS HUSBAND AND WIFE**

City or Municipality of _____

Province of

I, _____, being duly sworn,
do hereby depose and say:

1. That I am _____
(Position)

of;
(Name of place or religion)

2. That as desired in the affidavit on back side,
I solemnized the marriage between

and on, 19.....,
at;
3. That I took steps to ascertain the ages and
other qualifications of the contracting parties and
that I found no legal impediment to the marriage;
and
4. That I delivered a copy of the Marriage Con-
tract to the contracting parties.

.....
(Signature of affiant)

Subscribed and sworn to before me this
day of, 19....., at
Philippines. Affiant exhibited to me his Residence
Certificate No. issued at
Philippines, on, 19......

.....
(Signature of person solemnizing marriage)

.....
(Position)

NOTE.—The original of this affidavit, together with a copy
of the marriage contract, shall be sent by the person solemnizing
the marriage to the local civil registrar of the municipality
where it was performed, within the period of fifteen days after
the performance of the marriage. (Rep. Act 386, Art. 68.)
Failure to do so is punishable by imprisonment for not less
than one month nor more than two years, or by a fine of not
less than three hundred pesos nor more than two thousand
pesos, or both, in the discretion of the court. (Act 3613,
Sec. 42.)

**AFFIDAVIT ON MARRIAGE BETWEEN MAN AND
WOMAN WHO LIVED TOGETHER AS HUSBAND
AND WIFE FOR AT LEAST FIVE YEARS**

City or Municipality of
Province of

We, and
being duly sworn, do hereby depose and say:
1. That both of us have attained the age of
maturity;
2. That being unmarried, we have lived together
as husband and wife for at least five years;
3. That because of this union, we desire to marry
each other.

.....
(Affiant)

.....
(Affiant)

Subscribed and sworn to before me this
day of, 19....., at
Philippines. Affiant exhibited to
me his Residence Certificate No. issued
at, Philippines, on, 19.....,
and her Residence Certificate
No., issued at on
....., 19....., or did not exhibit any
Residence Certificate by reason of

.....
(Signature of person administering oath)

.....
(Position)

REGISTER OF APPLICATIONS FOR MARRIAGE LICENSE, AS REQUIRED BY ART. 70 OF REP. ACT NO. 386

CITY OR MUNICIPALITY OF

PROVINCE OF

Register number	Date of receipt of applica- tion	Full name of male	Full name of female	Date of publi- ca- tion	Date of issuance of license	Number and date of of- ficial receipt of license fees	If license is denied or issued without publication, state why	Register number in the Register of Marriages	REMARKS

PENAL PROVISIONS

SEC. 14. *Influencing parties in religious respects.*—Any local civil registrar who directly or indirectly attempts to influence any contracting party to marry or refrain from marrying in any church, sect, or religion or before any civil authority, shall be guilty of a misdemeanor and shall, upon conviction thereof, be punished by imprisonment for not more than one month and a fine of not more than two hundred pesos. (Act 3613, sec. 37.)

SEC. 15. *Illegal issuance or refusal of license.*—Any local civil registrar who issues a marriage license unlawfully or who maliciously refuses to issue a license to a person entitled thereto or fails to issue the same within twenty-four hours after the time when, according to law, it was proper to issue the same, shall be punished by imprisonment for not less than one month nor more than two years, or by a fine of not less than two hundred pesos nor more than two thousand pesos. (Act 3613, sec. 38.)

SEC. 16. *Illegal solemnization of marriage.*—Any priest or minister solemnizing marriage without being authorized by the Director of the Bureau of Public Libraries, or who, upon solemnizing marriage, refuses to exhibit his authorization in force when called upon to do so by the parties or parents, grandparents, guardians, or persons having charge; or any officer, priest or minister solemnizing marriage in violation of the provisions of Act 3613, shall be punished by imprisonment for not less than one month nor more than two years, or by a fine of not less than two hundred pesos nor more than two thousand pesos. (Act 3613, sec. 39.)

SEC. 17. *Marriages in improper places.*—Any officer, minister, or priest solemnizing marriage in a place other than those authorized by Act 3613, as amended by Republic Act No. 386, shall be punished by a fine of not less than twenty-five pesos nor more than three hundred pesos, or by imprisonment for not more than one month, or both, in the discretion of the court. (Act 3613, sec. 40.)

SEC. 18. *Failure to deliver marriage certificate.*—Any officer, priest, or minister failing to deliver to either of the contracting parties one of the copies of the marriage contract or to forward the other copy to the authorities within the period fixed by law for said purpose, shall be punished by imprisonment for not more than one month or by a fine of not more than three hundred pesos, or both, in the discretion of the court. (Act 3613, sec. 41.)

SEC. 19. *Affidavit on marriage "in articulo mortis."*—Any officer, priest, or minister who, having solemnized a marriage "in articulo mortis" or any other marriage of an exceptional character, shall fail to comply with the provisions of Chapter II of Act 3613, as amended by Republic Act No. 386, shall be punished by imprisonment for not less than one month nor more than two years, or by a fine of not less than three hundred pesos nor more than two thousand pesos, or both, in the discretion of the court. (Act 3613, sec. 42.)

SEC. 20. *Unlawful signboards.*—Any person who, not being authorized to solemnize marriage, shall

publicly advertise himself, by means of signs or placards placed on his residence or office or through the newspapers, as authorized to solemnize marriage, shall be punished by imprisonment for not less than one month nor more than two years, or by a fine of not less than fifty pesos nor more than two thousand pesos, or both, in the discretion of the court. (Act 3613, sec. 43.)

SEC. 21. *General penal clause.*—Any violation of any provision of Act 3613 and of Republic Act No. 386 not specifically penalized, or of the regulations, shall be punished by a fine of not more than two hundred pesos or by imprisonment for not more than one month, or both, in the discretion of the court. (Act 3613, sec. 44.)

SEC. 22. *Disqualification of priests and ministers.*—Any priest or minister of the gospel of any denomination, church, sect, or religion convicted of the violation of any of the provisions of Act 3613, as amended by Republic Act No. 386, or of any crime involving moral turpitude, shall, in addition to the penalties incurred in each case, be disqualified to solemnize marriage for a period of not less than six months nor more than six years at the discretion of the court. (Act 3613, sec. 45 as amended by Act 4236.)

LUIS MONTILLA

Director, Bureau of Public Libraries

Approved January 26, 1951.

For the Secretary of Education:

CECILIO PUTONG

Undersecretary of Education

Department of Commerce and Industry

SUGAR QUOTA ADMINISTRATION

PHILIPPINE SUGAR ORDER No. 1, SERIES 1951-1952

August 14, 1951

1951-1952 SUGAR QUOTA

Pursuant to the provisions of Act No. 4166, as amended by Commonwealth Acts Nos. 77, 323, 584 and Republic Act No. 279, and by virtue of the authority vested in me by Executive Order No. 118 of the President of the Philippines, as amended by Executive Order No. 210, it is hereby ordered that:

1. (a) There is allotted a quota of centrifugal sugar which may be transported to and entered in the United States during the calendar year 1952 of 952,000 short tons, commercial weight, of which not to exceed 56,000 short tons, commercial weight, may be filled by refined sugar.

(b) This quota of 952,000 short tons, commercial weight, is allocated to the mill companies and planters on the basis of coefficients and planters' rights set forth in Executive Order of the Governor-General No. 900 and its Supplement, as such order may have been modified by entries in the District Trans-

fer and Planters Registries lawfully made under the terms of Executive Orders of the Governor-General Nos. 873 and 885. The allocation made in this sub-section shall be evidenced and enforced by Official Export Receipt-Permits 1952, issued under authority of the Sugar Quota Administrator.

(c) The refined sugar quota of 56,000 short tons is allocated, as prescribed in section 211(c) of Public Act No. 371, of the Congress of the United States, approved April 30, 1946, otherwise known as the Philippine Trade Act of 1946, to the producers of such refined sugar proportionately on their exportation to the United States in the calendar year 1940.

2. (a) There is allotted a quota of centrifugal sugar which may be manufactured during the crop year 1951-52 for consumption in the Philippines, in its original form, or as refined sugar of 230,031.116 short tons, commercial weight, 5,000 of which is hereby declared as domestic reserve to be allocated as special amelioration among operating marginal and sub-marginal districts as provided in Paragraph 3.

(b) Of this quota of 230,031.116 short tons, commercial weight, 225,031.116 short tons, commercial weight, is allocated to all mill companies and planters on the basis of coefficients and planters' rights set forth in, and in accordance with the provisions of, Executive Order No. 901 of the Governor-General and its Supplement, as said Order may have been or may be modified by entries in the District Transfer and Planters Registries lawfully made under the terms of Executive Orders Nos. 873 and 885. The allocation made in this sub-section shall be evidenced and enforced by Official Permits for the sale of sugar for consumption in the Philippines—1952, issued under the authority of the Sugar Quota Administrator.

(c) Of the quantity of sugar allocated in sub-section 2(b) above, 13,281.247 short tons, commercial weight, shall be allocated to the Rosario, marginal and sub-marginal mill districts as follows:

37-Rosario	4,838.364 short tons
<i>Marginal</i>	
10-Cabiao	1,153.000 short tons
29-Manaoag	2,332.500 short tons
31-Norte	2,063.000 short tons
<i>Sub-Marginal</i>	
23-Leonor	864.000 short tons
25-Lourdes	931.000 short tons
27-Mabalacat	1,096.000 short tons
47-University	3.383 short tons
Total	13,281.247 short tons

(d) Domestic sugar may be withdrawn at any time and in any quantity up to the limit of the planters' and mills' domestic allotments, but export sugar may not be withdrawn in such quantities as would prejudice the filling of the mills'

or planters' entire domestic allotments. To insure the complete filling of domestic allotments, a minimum percentage, where necessary, of the weekly production of mills and planters shall be set aside for domestic use and be provided for in a Field Service Instructions.

3. There is allotted a quota of domestic reserve sugar of 5,000 short tons as special amelioration allotment which is allocated to operating marginal and sub-marginal mill districts as follows:

29-Manaoag	1,883.935 short tons
31-Norte	1,666,260 short tons
23-Leonor	697.845 short tons
25-Lourdes	751.960 short tons

Total	5,000.000 short tons
-------------	----------------------

4. Sugarcane producers who are not registered planters, who are generally known as emergency planters, will be permitted to mill for export only. They may, however, be allowed from their respective productions during the milling season one picul of sugar per month for their own consumption.

5. Production of mills and planters in excess of their respective total A and B allotments are hereby declared automatically for export and corresponding export permits therefor shall be issued accordingly.

6. (a) Planters in operating mill districts who failed to produce or to make available sufficient sugarcane to fill their respective allotments shall be declared in temporary abandonment to the extent of their respective deficiencies. Planters who are declared in temporary abandonment of their allotments during the 1950-51 crop who shall be found to be in temporary abandonment of their allotments during the 1951-52 crop shall be declared in permanent abandonment of their allotments, and their respective allotments shall be adjusted in accordance with Philippine Sugar Order No. 10.

However, planters who can prove beyond doubt that their inability to produce or to make available sufficient sugarcane to cover their allotments was due to crop failure or to other causes beyond their control, shall not be declared in abandonment as provided in Philippine Sugar Order No. 10, dated May 5, 1938.

(b) Planters in non-operating mill districts who are unable to fill their respective allotments because the mill in their respective districts is unable to operate will not be declared in abandonment.

7. This Sugar Order shall be in effect for the crop year 1951-52 commencing September 1, 1951.

V. G. BUNUAN
Administrator

Approved:

SATURNINO MENDINUETO
Undersecretary of Commerce
and Industry

APPOINTMENTS AND DESIGNATIONS

BY THE PRESIDENT OF THE PHILIPPINES

Genaro Briz, as ad interim Justice of the Peace of Masbate, Masbate, August 3.

Miss Teresa P. Ferro, as ad interim Justice of the Peace of General Luna, Quezon, August 3.

Archimedes M. Navarro, as ad interim Justice of the Peace of Oteiza, Surigao, August 3.

Ciriaco Tupas, as Justice of the Peace of Cabugayan, Leyte, August 25.

Municipal Officials

Guido Ado-an, as Councilor of the Municipality of San Julian, Samar, July 5.

Martin Cartabon, as Councilor of the Municipality of Pinabacdao, Samar, August 2.

Andres Bicular, as Councilor of the Municipality of Barotac Nuevo, Iloilo, August 4.

Jorge Pajanostan as Mayor; Isidro Mejica as Vice-Mayor; and Costudio Gerbon, Jose Lopez,

Agustin Pajares, and Damiano Villota, as Councilors of the Municipality of Arteché, Samar, August 10.

Domingo Lim as Mayor; Leandro Sorilla as Vice-Mayor; and Sultan Mangko, Macario Celestial, Clemente Rendon, as Councilors of the Municipality of M'lang, Cotabato, August 13.

Ricardo P. Soriano as Mayor; Emilio Dar as Vice-Mayor; and Serafin Bernardo, Julian Suedad, Ildefonso Melecio and Ernesto Purisima as Councilors of the Municipality of Tacurong, Cotabato, August 16.

Francisco Peñafiel as Vice-Mayor of the Municipality of Iguig, Cagayan, August 18.

Alejandro Oligan as Councilor of the Municipality of Sison, Pangasinan, August 21.

Pedro Sandiego, as Councilor of the Municipality of Plaridel, Bulacan, August 28.

HISTORICAL PAPERS AND DOCUMENTS

Thirty-fourth radio chat of His Excellency Elpidio Quirino, President of the Philippines, broadcast from Malacañan, August 15, 1951:

Fellow Countrymen:

In three weeks we are expected to bear witness to a historical occasion of the most far-reaching consequence to us and our part of the world.

We have already announced our readiness to attend the San Francisco Conference to consider the proposals for a peace treaty with Japan. This is irrespective of whether we shall sign or not the final draft of the treaty as passed around among the allied nations, under the sponsorship of the United States and Great Britain.

National public opinion has been clearly and solidly crystallized regarding the position of our Government on this proposed peace treaty. This is one question that has admitted of no differences of equivocations in the mind of our people.

It is important, nevertheless, that we reaffirm our stand in the plainest terms. We wish the world to make no mistake about our attitude.

We are not going out merely to fish for results. But we are not going out just to be heard, either. We have definite objectives in mind.

And while it will not be a matter of demanding and expecting satisfaction of our claims, simply because we desire them, or of reasserting our rights to security because we need them, we must make sure that they are positively understood.

Let us enumerate these objectives:

1. We desire a categorical acknowledgment of Japan's war guilt and her accountability for the damage wrought on our country. This is fundamental to us as an aggrieved people.

2. We want payment of our people's just claims. We are against any statement pre-judging Japan's inability to pay. We must be given an opportunity to assert our rights and Japan should get herself to making payments in accordance with her capacity within a reasonable period.

3. We want a guarantee that Japan will never again emerge as a military power to constitute a menace to the peace and security of the Philippines and Asia.

4. To forestall such a threat, the Philippines desires to have a Pacific security pact, a goal that we have set for ourselves since 1949 and which we are now determined to achieve.

Those are our main objectives. We will go to San Francisco properly prepared to discuss the possibility of their

being met, the first three objectives by the proposed signatories of the treaty, and the last one in bilateral negotiation with the United States.

What are the prospects of achieving our purpose? The answer will depend upon the spirit of justice and the conscience of our friends and allies as well as upon Japan's readiness to atone for her past wrongdoing. It will depend also on the force that our united stand as a people can bring to bear in support of our delegates during the deliberations.

We have every reason to expect from the United States a goodly measure of understanding about our just claims and their reasonable satisfaction. For her to fail the universal sentiment of our people is wittingly to perform a disservice to the generous and friendly spirit underlying Philippine-American relations and to do violence to our ties as former allies in war.

We have high hopes that the proposed Peace Treaty will be interpreted in accordance with the spirit of justice of the American people and the tradition of honor of the American Government; and that the same will not be given effectivity in a manner that would bring about the betrayal of friends and allies, of justice and honor, of peace and security.

We go to San Francisco confident that the United States will not fail us at the Peace Conference just as we did not fail her in her hour of need, and that the United States will find our two peoples united at this Conference just as they were united during the war.

We rely on this community of experience to strengthen our claim to a fair hearing not merely on the provisions of the peace treaty but, most important of all, on our profound preoccupation with national security.

This preoccupation with security has set the purpose and pattern to all the thinking and planning, to all the endeavors of this administration in the restoration of domestic tranquillity, in the mobilization of all our resources for economic rehabilitation and development, in raising our people's living standards, in deepening and broadening for them the realities of our free and democratic institutions.

We realize how crucial is the question of security to the success and value of all these endeavors. Whatever point or meaning they have, derives from the clarity and consistency of our efforts towards achieving adequate provision for national security.

With this objective in view, and against the chance of incurring political misunderstanding and even contumely, we reached agreements in 1946 with America on military bases and assistance. In the summer of 1949, obsessed by this same objective and at the risk of appearing preposterous and premature, I broached the idea of a Pacific pact before the Senate itself of the United States. The Baguio Conference of 1950 was a resolute follow-up to the stubborn

idea of security based on, and I quote from the letters of invitation that we sent to the U. S. and the countries that participated in the Baguio Conference of 1950, "a common concern over the maintenance of international peace and security, especially in Southeast Asia and the Western Pacific, which recent developments have underscored." That was in 1949. In this latter part of 1951, as the trend of world events vindicates the soundness of my original proposal, we seek the opportunity to fulfill it in a definite and positive form that should fill us with fresh energy and hope.

In our whole history as a nation we have never adopted a more definite and unanimous stand, determined to support it with all our efforts.

We are sending a delegation to this Conference composed of Secretary of Foreign Affairs Romulo, Ambassador Elizalde, Senators Francisco and Garcia, and Congressmen Macapagal and Laurel, with Professor Sinco as technical adviser.

I want our entire population to have the confidence in our delegates at the conference that they will not abdicate nor renounce our rights and security as a nation.

Every expression of doubt that they will do so simply undermines our position and demeans our character as a people.

Our delegates are absolutely bipartisan representatives. They should be spared any premature criticism reflecting on their party loyalties. They are properly instructed in accordance with the definite and clear stand made by our people and government. They are on a momentous mission of justice and security for our land, not of hate and revenge. They are men of conscience and vision. They love their country. We can have no greater assurance that they will do the right thing for us at the conference table.

In the meantime, I invite all my countrymen to wait and, while waiting, pray for their success. Let no man or woman in this country make petty political capital of their prospects of success or failure. Let us wish them all Godspeed.

Remarks of President Elpidio Quirino, delivered at the Manila International Airport before taking off for Washington, D. C., Monday, August, 27, 1951:

Friends and Fellow Countrymen:

I want to thank you for this enthusiastic send-off. This is the third time that I leave the country ever since I assumed office as Chief Executive, the first, on invitation of President Truman, and the second, to submit myself to a major operation at Johns Hopkins Hospital. This, the third, has more meaning to me than the other two.

My first visit in 1949 was a source of pleasure and a high honor to me and to the country. My second visit in 1950 was both dangerous and risky. Thank God I was able to go through.

On this, my third departure from the country, I must say that the task ahead is as risky as it is delicate, indeed much more delicate because it involves a high diplomatic mission of the state.

In my last radio chat fifteen days ago, I clearly and unequivocally stated the objectives we seek in joining the peace conference in San Francisco as well as in Washington. We have decided that our stand on these objectives would be absolutely national. There being no serious divergence of opinion regarding our higher objectives, I would like to count with your confidence in the ability, patriotism, and foresight of our delegation to said conferences. As they carry with them the name, prestige, and honor of this country, I would like you to trust them while they are away. Any pre-judgment, especially if it be unkind, regarding their success or failure in these conferences, will certainly weaken our position as a nation. I want you to have complete confidence in their good judgment.

I leave for the United States secure in the conviction that our people are united in their confidence and support of my administration in every step taken in connection with treaty arrangements with the United States intended to insure our national security and safeguard our interests in our relations with Japan. For this I am sincerely grateful, for nothing has given me more encouragement and strength in my efforts to protect and advance our people's welfare than the nation-wide endorsement of the policies that have guided me in our negotiations with the American government on Japanese reparations and on the Pacific Pact.

I look forward to my visit in Washington, D. C., as an opportunity for further cementing the bond that ties the American and the Filipino peoples and I shall endeavor to the best of my ability to enhance and strengthen our relations with the great nation with which we have cast our lot in the defense of freedom and democracy, particularly in this part of the world. With our faith in the American people again vindicated by recent events, we can confidently pledge anew, as I hope to do through the signing of the Pacific Pact in Washington, D. C., our continued partnership in America's undertakings to insure peace and security in the Pacific area and make certain that justice shall prevail always.

I need not say that my mission is as delicate as that of our delegation going to San Francisco and Washington, D. C. I am carrying with me the same great measure of responsibility on this trip. The stability and security of our nation is involved in this trip. As on previous occasions, all I ask you is not to rock the boat while I am away and to

have trust in me that I will do the right thing for the future security and happiness of our country and people.

The issues that take us to the other side of the ocean are so serious and far-reaching in their effects that they should not be the subject of partisan controversies, particularly while we are engaged in our delicate negotiations. I trust our people will show a united front and lend us their solid support.

Remarks of President Elpidio Quirino on the signing of the U.S.-P.I. defense pact, Washington, D. C., Thursday, August 30, 1951:

We have witnessed today an act that may be described as the end of the beginning. Here we have set the first milestone on the road towards the enduring security of the Pacific area. I have special reason to rejoice at this moment because it was not so long ago in this same capital, that I took the liberty of proposing the conclusion of a Pacific Security Pact under the initiative of the United States. This is the first fruit of that vision. This is a treaty of mutual defense with unavoidable connotations of military action. Yet it is, in fact, wholly dedicated to peace and to the methods of peace. It means so much to the economic development and happiness of the Filipino people. Here, our two countries pledge ourselves anew to the principle of the Pacific settlement of disputes enshrined in the charter of the United Nations. Here, we have assumed a formal undertaking to assist each other and to stand together in the face of aggression, in the hope that hereafter we may be able to follow undistracted the fruitful pursuits of peace. We have no aggressive aims against anyone. Our purpose is rather to give notice that a potential aggressor must henceforth take due account of our common purpose and united will to act in self defense. From the history of the Filipino people and of our relations with the United States during the past 50 years, nobody can have the slightest doubt about our devotion to freedom and our readiness to share in its defense. On this solemn occasion, Mr. President, may I convey to you, and through you to the American people, the deepest sentiments of goodwill and friendship from the people of the Philippines. This treaty proclaims the sense of unity of our two peoples, and this is a declaration of historic importance. For we established our unity of purpose, not on any consideration of race, creed, or equality of power, but solely on the ground of our common faith in freedom. Though humbled by the great significance of this alliance, the Filipino people are nevertheless proud that our young Republic has merited this recognition of its faith and its courage. Mr. President, I bring to witness, at this signing, our faith in democracy and the courage to defend it with all our strength.

DECISIONS OF THE SUPREME COURT

[No. L-2193. February 1, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
FLORENTINO CANIBAS, defendant and appellant

1. CRIMINAL LAW; TREASON; EVIDENCE; ADHERENCE, HOW IT IS PROVEN.—Adherence, unlike overt acts, need not be proved by two witnesses. Clear intent and knowledge may be gathered from the testimony of one of the witnesses, or from the nature of the act itself, or from the circumstances surrounding the act.
2. ID.; ID.; ACCUSED'S TAKING ACTIVE PART AT MASS KILLING.—Accused's presence at the mass killing, taking active part therein in collaboration with the Japanese, by personally tying the hands of some of the victims and directing the same operation with regard to others, all of which were duly proven, constituted treasonable acts.

APPEAL from a judgment of the People's Court.

The facts are stated in the opinion of the court.

Simeon M. Gopengco for appellant.

First Assistant Solicitor General Ruperto Kapunan, Jr.
and *Solicitor Adolfo Brillantes* for appellee.

TUASON, J.:

Charged with treason on two counts, appellant Florentino Canibas was found guilty, in a unanimous decision, by the third Branch of the People's Court, and sentenced to life imprisonment and a fine of ₱10,000, with costs.

On count 1, the court found that the accused, a native of Tarlac, arrived in Batangas from Lopez of the now Province of Quezon in November, 1944. Soon after that, a Makapili unit was organized in Lipa by the accused together with one Nicolas Gonzales and others. Gonzales became the titular head of the organization and defendant, its secretary. The accused, as member of the Makapili, wore Japanese uniform and white arm band, was armed with a revolver, mounted guard and did sentry duty, accompanied Japanese soldiers in raids against supposed guerrillas, confiscated foodstuff, and forced male citizens to work for the Japanese army.

In support of count 2, the court found that on February 11, 1945, a group of Makapilis, among whom was the accused, accompanied by Japanese troops, raided barrio Marajuy, municipality of Lipa, Province of Batangas, apprehended almost the entire population of the barrio, about 300 in all, including children and adults, men and women, and marched them to a citrus experimental station. In that place, the accused and others tied the victims by two's,

after which the Japanese slaughtered the prisoners with bayonets, with the exception of a few who were able to escape, one of them being Juan Navarro, who testified at the trial. In the killings, children were tossed up in the air and caught with the points of bayonets as they fell. Besides those who succeeded in escaping, five young girls were spared; they were selected for their good look by the accused and his fellow Makapilis, and taken to Nicolas Gonzales' house in a barrio in Sto. Tomas, Batangas, where they were kept as "servants" for Gonzales and the Japanese. One of those girls was Lutgarda Tolentino, scarcely 15 years of age at the time of the massacre, also a witness for the prosecution.

The first count has not been established by the oaths of at least two witnesses. There are no two direct witnesses to any of the component parts that made up the whole overt act of appellant's membership in the Makapili. (*People vs. Adriano*, 44 Off. Gaz., 4300.) But the testimony on this branch of the case is sufficient proof of adherence to the enemy. Adherence, unlike overt acts, need not be proved by two witnesses. Clear intent and knowledge may be gathered from the testimony of one of the witnesses, or from the nature of the act itself, or from the circumstances surrounding the act. (*Cramer vs. U. S.*, 65 Sup. Ct., 980; *People vs. Adriano*, *supra*.)

The second count has been established in the manner required by the law of treason. There is no proof by two witnesses of the seizure at their homes of the inhabitants of barrio Marajuy by the Japanese and the accused, but there were three eye-witnesses to the fact that the accused was present at the mass killings, taking active part therein in collaboration with the Japanese, by personally tying the hands of some of the victims and directing the same operation with regard to others.

The accused, corroborated by Gonzales and another witness, put up an alibi, saying in answer to various questions that he knew nothing of the charges and of the testimony of the government witnesses against him. He said he fled to the mountains when the Americans were coming. The People's Court believed the testimony of the prosecution witnesses and we do not think it committed any error in so doing.

The judgment of conviction and the penalty imposed are in accordance with law and are hereby affirmed, with costs of this instance against the appellant.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Judgment affirmed.

[No. L-1595. Febrero 7, 1950]

EL PUEBLO DE FILIPINAS, querellante y apelado, *contra*
ANTONIO CORASO, acusado y apelante

DERECHO PENAL; TRAICIÓN; AYUDA HECHA POR EL ACUSADO AL ENEMIGO EN SUPRESIÓN DE LA GUERRILLA.—Los hechos relatados en este asunto revelan que el acusado ayudó a los soldados japoneses en la captura de personas que estaban relacionadas con la guerrilla; ayudó en maniatar y maltratar a aquéllas por no revelar el paradero de los guerrilleros, y aunque no hay pruebas de que él haya matado a alguna de tantas víctimas, su ayuda, sin embargo, dió lugar a que un filipino hubiese sido muerto a sable; tres, decapitados; y C. J., fusilado como una gallina porque había huído por miedo. Todo con infracción del artículo 114 del Código Penal Revisado.

APELACIÓN contra una sentencia del Tribunal del Pueblo.

Los hechos aparecen relacionados en la decisión del Tribunal.

D. Ricardo P. Tongoy, en representación del apelante.

El Procurador General Auxiliar Sr. Guillermo E. Torres y *el Procurador Sr. Luis R. Feria*, en representación del Gobierno.

PABLO, M.:

En la mañana del 3 de octubre de 1944, el acusado y varios soldados japoneses fueron a la casa de Severo Perves en la Isla de Pásag, del barrio Bato, Sta. Cruz, Dávao, ordenando que bajasen los ocupantes llamados Severo Perves, Alipio Relator, Ciriaco Relator, Salvador Sajitas, Gelacio Pantoja, Jacinto Antiola y Victorina Antiola, y después de reunirles en grupo, el acusado con algunos soldados se marchó dejando guardias para vigilar a los que se habían quedado. Algún tiempo después el acusado y los soldados japoneses volvieron con diez personas arrestadas, y entre ellas estaban José Ganados, Odong Porticos y Cándido Procolios. Después de juntar este segundo grupo con el primero, el acusado con algunos soldados se marchó y a su vuelta trajo otras once personas también arrestadas. Reunidos los tres grupos en uno, el acusado comenzó a preguntar por el paradero de Lapini que era un miembro de la guerrilla, advirtiéndoles que si no decían la verdad, serían atados. Como nadie contestó a su satisfacción, los varones, entre los cuales estaban Graciano, Román, Severo Salvador y Severo Perves, fueron maniatados por la espalda uno por uno por los japoneses y el acusado. Solamente las cinco mujeres no fueron atadas como los varones. Este grupo de varones recibió orden de embarcarse en tres botes para ser llevado al campo del ejército japonés en Bató. A su arribo al lugar, a eso de las nueve de la mañana, los varones fueron atados a un poste, como animales de labor y después grupo por grupo fueron llevados a los altos de

la casa que estaba cerca del lugar para ser investigados por el acusado y cinco soldados japoneses. Estos querían saber el paradero de Lapini. Después de la investigación infructuosa, los arrestados fueron atados otra vez al poste; pero a indicación de los oficiales japoneses que acababan de llegar, fueron desatados y conducidos a la calle donde les esperaba el acusado y estaba un truck que les llevó luego al cementerio de Digos. Juntamente con ellos iban diecisiete soldados japoneses, y en pos, seguían dos trucks con soldados y oficiales japoneses. Antes de atravesar el puente colgante, se les ordenó que se apeasen del truck y que se pusieran en fila debajo de los árboles de avocado; otra vez se les preguntó por el paradero de Lapini y como no podían dar contestación satisfactoria porque no lo sabían, fueron llevados uno por uno al matorral en donde fueron muertos: el primero fue Alipio Relator, un soldado japonés le maltrató y al caer al suelo le dió dos sablazos en el abdomen; Diano, Román y Salvador Satijas fueron llevados cerca de un hoyo y, arrodillados, fueron decapitados, y Severo Perves, que había de ser el quinto aprovechándose de un descuido del soldado que le guiaba, se escapó, y gracias a la espesura del matorral y porque eran ya a las siete de la noche no consiguieron cogerle ni matarle a tiros. Perves fue el único testigo que declaró sobre el sablazo y decapitación porque no había ninguno otro disponible, y aseguró que fue el único que sobrevivió porque ya no volvió a ver a sus compañeros que fueron llevados al matorral cerca del cementerio. Victorina Antiola que fue una de los que habían sido arrestados en la primera casa, confirmó las declaraciones de Severo Perves en cuanto a los hechos ocurridos desde su arresto hasta que fueron colocados en un truck, pues hasta allí solamente llegó ella en compañía de otras mujeres. La última vez que Victorina Antiola vió a su esposo Alipio Relator, que era uno de los maniatados, fue cuando juntamente con sus compañeros, fue llevado por el acusado y soldados japoneses en un truck.

A eso de las dos de la madrugada del 18 de marzo de 1945, el acusado y unos cien soldados japoneses fueron a la casa de Demetrio Jevera en Quiagot, municipio de Santa Cruz, Dávao, para arrestarle por tener conexión con la guerrilla. A la llegada de los japoneses, Cirilo Jevera, hijo de Demetrio, por miedo se escapó y los japoneses dispararon tiros contra él. Por las heridas causadas por los proyectiles en la pierna izquierda, nalga izquierda y abdomen, falleció dos días después. Demetrio y su hijo Evangelista Jevera que no tuvieron tiempo de fugarse fueron cogidos y maniatados porque no querían revelar el paradero de los guerrilleros que en la noche anterior estuvieron en su casa. Por tantos maltratos Demetrio terminó por decir que los guerrilleros habían bailado en la casa de

Florentino Riosora. Inmediatamente Demetrio fue llevado por el acusado y soldados japoneses a la casa de Florentino en donde hallaron a Faustino Roxas y Marcos Padilla. Estos tres fueron maltratados porque no querían dar informe sobre el paradero de aquellos que habían estado en la casa. Después de la investigación, Florentino, Marcos y Faustino fueron llevados al cuartel, y algún tiempo después Florentino y Marcos obtuvieron libertad, pero a Faustino Roxas ya no se le vió nunca.

El Tribunal del Pueblo condenó al acusado a 15 años de reclusión temporal con las accesorias, pagar una multa de ₱2,000 y las costas. El acusado apeló.

Los hechos relatados revelan que el acusado ayudó a los soldados japoneses en la captura de personas que estaban relacionadas con las guerrillas; ayudó en maniatar y maltratar a aquéllas por no revelar el paradero de los guerrilleros, y aunque no hay pruebas de que él haya matado a alguna de tantas víctimas, su ayuda, sin embargo, dió lugar a que un filipino hubiese sido muerto a sable; tres, decapitados; y Cirilo Jevera, fusilado como una gallina porque había huído por miedo. Todo con infracción del artículo 114 del Código Penal Revisado.

En defensa en cuanto al arresto de veintisiete personas en la Isla de Pásig, el acusado alega que él no ayudó a los soldados japoneses en arrestar, ni en atar las manos de ellas porque él había sido arrestado también por los japoneses en la casa de Elena Tolomoro. En cuanto a los arrestados en Quiagot, él declaró que no habia tomado ninguna participación en el arresto ni en el maltrato de las personas ofendidas porque él había sido también arrestado juntamente con su esposa e hijo.

Hemos revisado las pruebas y no hemos encontrado ningún dato que nos mueva a creer que los testigos de la acusación hayan jurado en falso para perjudicar al acusado. Tampoco hemos hallado ninguna circunstancia que justifique la imposición de la pena en su grado mínimo. En nuestra opinión, la reclusión perpetua es la pena apropiada, teniendo en cuenta la extensión del daño causado por los soldados invasores. La liquidación en una noche de veintiseis varones de la isla de Pásig que, según el mismo acusado, no llega a un kilómetro de largo y menos de cincuenta metros de ancho, es igual, si no peor, aun que la degollación de los niños inocentes.

Díctese sentencia imponiendo al acusado la pena de reclusión perpetua. Se confirma la decisión apelada en todo lo demás con costas.

Moran, Pres., Ozaeta, Parás, Bengzon, Padilla, Tuason, Montemayor, Reyes, Torres, MM., están conformes.

Se modifica la sentencia.

[No. L-2760. February 11, 1950]

SIMPLICIO DURAN ET AL., petitioners, *vs.* BIENVENIDO A. TAN, Judge of First Instance of Rizal, Rizal City Branch, respondent.

CRIMINAL PROCEDURE, RULES OF; COURTS; JURISDICTION; PLACE WHERE CRIMINAL ACTION IS TO BE INSTITUTED.—The commission of an offense is triable only in the courts of the place where the offense is allegedly committed. Applying Rule 106, sections 5, 9 and 14 (a) of the Rules of Court. In the instant case, the offense charged was fully committed in the City of Manila where the automobile was allegedly stolen from its parking place in Port Area. The fact that said automobile was later found in Rizal City is not an essential ingredient of the crime but a mere circumstance which could add nothing to the nature of the offense or to its consummation. Hence, this circumstance cannot be made determinative of the jurisdiction of the trial court over the criminal action.

ORIGINAL ACTION in the Supreme Court. Certiorari and mandamus.

The facts are stated in the opinion of the court.

Amado A. Yatco and Rosendo J. Tansinsin for petitioners.
City Attorney Apolinario E. Sugueco for respondent.

MORAN, C. J.:

On August 26, 1948, an information for qualified theft was filed in the Court of First Instance of Rizal City charging the herein petitioners with having stolen an automobile belonging to Ned. C. Cook which was parked in Port Area, City of Manila, on August 25, 1948, and which was later found in San Juan Street, Rizal City. During the trial, after the prosecution had presented its evidence, the defense moved for the dismissal of the information on the ground that the trial court lacked jurisdiction to try the case. This motion and a subsequent motion for reconsideration were denied, and the defense was ordered to present its case. After presenting its evidence, the defense again moved for dismissal on the same ground and the lower court again denied the motion. Hence, this petition on the ground that the offense charged having been allegedly committed in Manila, the court of Rizal City has no jurisdiction to try the case.

Rule 106 of the Rules of Court provides in its sections 5, 9 and 14 (a):

"SEC. 5. *Sufficiency of complaint or information.*—A complaint or information is sufficient if it states the name of the defendant; the designation of the offense by the statute; the acts or omissions complained of as constituting the offense; the name of the offended party; the approximate time of the commission of the offense, and the place wherein the offense was committed.

"When an offense is committed by more than one person, all of them shall be included in the complaint or information."

"SEC. 9. *Place of the commission of the offense.*—The complaint or information is sufficient if it can be understood therefrom that the

offense was committed or some of the essential ingredients thereof occurred at some place within the jurisdiction of the court, unless the particular place wherein it was committed constitutes an essential element of the offense or is necessary for identifying the offense charged.

"SEC. 14. *Place where action is to be instituted.*—(a) In all criminal prosecutions the action shall be instituted and tried in the court of the municipality or province wherein the offense was committed or any one of the essential ingredients thereof took place."

From the foregoing provisions and in accordance with settled jurisprudence, the commission of an offense is triable only in the courts of the place where the offense was allegedly committed.

In the instant case, the offense charged was fully committed in the City of Manila where the automobile was allegedly stolen from its parking place in Port Area. The fact that said automobile was later found in Rizal City is not an essential ingredient of the crime but a mere circumstance which could add nothing to the nature of the offense or to its consummation. Hence, this circumstance cannot be made determinative of the jurisdiction of the trial court over the criminal action. In the case of *People vs. Mercado* (65 Phil., 665, 666) the defendant had stolen an animal in Gapan, Nueva Ecija, and had later taken it to Candaba, Pampanga, where it was found, and this Court held that the fact that the animal was taken to Pampanga did not give the court of that province concurrent jurisdiction to try the case because the consummation of the theft was completed when the animal was taken from the owner in Nueva Ecija, and its taking to Pampanga added nothing to the nature or consummation of the offense.

The American rule that larceny is a continuing offense does not apply to theft because "carrying away" which is one of the characteristics of larceny is not an essential ingredient of theft, as stated by this Court in the *Mercado* case. If, as maintained by some members of the court, every moment's continuance of the thief's possession is a new taking and asportation, then criminal action would never prescribe against a thief in possession of the stolen thing.

For all the foregoing, the petition is hereby granted and respondent judge is hereby ordered to dismiss the case for lack of jurisdiction. No costs.

Ozaeta, Parás, Pablo, and Torres, JJ., concur.

FERIA, J., concurring:

I concur in the decision of the majority.

It is a well settled principle of Criminal Jurisprudence that every offender against the law must be prosecuted for his crime in the jurisdiction wherein it was committed; and section 14, Rule 106, of the Rules of Court, is declara-

tory of that principle. It prescribes that "all criminal prosecution shall be instituted and tried in the court of the municipality or province where the offense was committed or any one of the essential ingredients thereof took place."

The common law and statutory provision in most States which provide, according to 22 C. J., pp. 291, 292, and 32 Am. Jur., Larceny, section 97, that "one who steals property in one county and brings it into another may be indicted and tried for simple larceny either in the county where the theft was committed or in any county into or through which the stolen property was brought" can not be applied in this jurisdiction, because said common law and statutory provision are not in force here in the Philippines. Just because the interests of justice may be best served by applying said common law and statutory provision would not justify its application as part of our law to the present case. If it is better than the provision of said section 14 of Rule 106 we should recommend its formal adoption by the proper authorities; but until that is done we can not apply it as part of our law to the present case, specially in view of our ruling in the case of *People vs. Mercado* (65 Phil., 665, 666), cited in the decision of the majority, which conforms to the statutory provisions of section 14, Rule 106, of the Rules of Court.

The principle upon which the common law of England applied in the United States and the statutory provision in most of the States declaratory thereof is predicated is that in larceny, because the "legal possession still remaining in the true owner, every moment's continuance of the trespass and felony and every subsequent act of removal or asportation amount, in legal consideration, to a new caption and asportation." This principle can not be invoked in this jurisdiction, for theft as defined in our Revised Penal Code can not be considered as a continuing and transitory offense, inasmuch as asportation or carrying away of the stolen goods is not an essential element thereof. In Texas, however, though asportation is not also an essential ingredient of larceny and, therefore, this offense is not a continuing or transitory one, the thief may be prosecuted "either in the county where he took the property or in any other county through or into which he may have carried the same" (Sec. 235, Texas Code of Criminal Procedure), because there is (there) an express statutory provision to that effect.

"To constitute larceny the first essential is that the thing which is the subject of the crime should be taken from the possession of the owner into the possession of the thief, and be carried away by him, for until this is done there is no larceny, however definite may be the intent of the prospective thief to commit the theft, and however elaborate his preparations for doing so. This

was the rule at common law and seems to be the rule under all the statutes except in Texas where the statute omits the words 'carrying away'; for which reason asportation is held not to be an element of larceny in that state, even in the case of larceny from the person." (36 Corpus Juris, pp. 747, 748.)

In the case of *Hartman vs. State* (8 Tex., Cr., 582; 213 S. W., 936), it was held that "Under the statute any taking of property without the owner's consent and with the present intent to deprive the owner of its value and to appropriate the same by the taker is theft, and asportation is not necessary to make out the offense."

Besides, it is not true that the interests of justice would be served by following and applying the above quoted common law and statutory provision in most of the States. The reason given by the dissenters to the effect that "if a car stolen in Manila and driven by the thief to Aparri, Cagayan, it would be very inconvenient to bring here the witness in Aparri who actually saw the accused in possession of the automobile (possession is partial proof that accused stole it)" is predicated upon the erroneous assumption that ordinarily it is necessary to prove the possession of the thing stolen by the accused after the offense was consummated in order to obtain the latter's conviction. Generally, the offense of theft is committed by taking, without violence or intimidation against persons or force upon things, a personal property belonging to another without the latter's consent and with intent of gain. It is immaterial that the thief should, after committing the offense, keep the property in his possession, consumes it if it is perishable or give it to another person, and therefore the witness or witnesses who may testify to the stealing by the accused must necessarily be those who reside or were found at the place from where the property was taken.

The only cases in which it is necessary to prove the actual possession of a stolen good by the accused after the theft was consummated or completed is, when a personal property was stolen or disappeared from the possession of the owner, no person saw the act of stealing it, and the property lost or stolen is found a short time afterwards in the possession of a person who can not satisfactorily explain how he came into the possession thereof, because in such case it may be presumed that the person having in his possession a property recently stolen is the one who has committed the theft; but it is also necessary to prove, besides the possession, that the property belongs to another and was stolen or has recently disappeared from the latter's possession by the testimony of the owner. But even in such exceptional cases it would be more convenient to prosecute the offense in the munic-

ipality or province where the property was taken or stolen than in the jurisdiction into which the property was taken and compel the owner to go to the place into which the stolen property was brought and testify as the principal witness, because the fact that it was found in possession of the defendant after the commission of the offense may be established by the testimony of any person who might have seen the accused in possession thereof at any place, or by the agents of authority arresting the defendant with the stolen property in his possession.

BENGZON, *J.*, with whom concur PADILLA, TUASON, MONTE-MAYOR, and REYES, *JJ.*, dissenting:

The Court of First Instance of Rizal had jurisdiction to try the case. The information alleged, that the accused had stolen the car from the Manila Port Area and had brought it to Rizal City, Rizal province.

I have no quarrel with the general rule that an offense is triable in the courts of the place where it was committed. But I submit that this particular theft was also deemed to have been committed in Rizal City, to which the stolen car was taken by the accused. Our crime of theft is of the same nature as larceny in the United States, where it is held that:

"Both at common law and under statutory provisions in most states one who steals property in one county and brings it into another may be indicted and tried for simple larceny either in the county where the theft was committed, or in any county into or through which the stolen property was brought; the theory being that the possession of the stolen goods by the thief is a larceny in every county through or into which he carries them, because, as the legal possession still remains in the owner, every moment's continuance of the trespass and felony amounts to a new taking and asportation." (22 C. J. S., Criminal Law, pp. 291, 292.)

"Notwithstanding the general rule that crimes are to be prosecuted in the county in which committed, in the law of larceny it is settled that a person committing a simple larceny may be prosecuted not only in the county in which he originally steals the property, but in any county into which he subsequently carries it with a continuing felonious intent to make it the subject of larceny. A similar rule has been applied in the Federal courts, in cases where property stolen in one Federal district is brought into another by the offender and the question has arisen as to which district is proper for institution of prosecution under a Federal statute. In such cases a larceny is, in contemplation of law, committed in the county or district into which the property is brought, on the principle that since legal possession of the property remains in the true owner, the law will regard each moment's continuance of the trespass and felony, and every subsequent act of removal by the thief as a new caption and asportation." (32 Am. Jur., Larceny, sec. 97.)

In the interests of justice the above rule—on the so-called continuing or transitory offenses—should be followed in this country, because if a car is stolen in Manila and driven by the thief to Aparri, Cagayan, it would be very inconvenient to bring here the witnesses in Aparri, who

actually saw the accused in possession of the automobile (possession is partial proof that accused stole it). Such rule is not unknown in our jurisprudence. It was explained (apparently with approval) in *U. S. vs. Cunanan*, 26 Phil., 376; and *U. S. vs. Bernabe*, 23 Phil., 154 is obviously—although not expressly—an application thereof.

I know that in *People vs. Mercado* (65 Phil., 665, 666) the above theory of American jurisprudence was examined and expressly rejected. But it seems clear that the rejection was based on two propositions, which upon careful examination do not sustain such rejection.

The first proposition is: There is a difference between the crime of larceny in the United States and the crime of theft in the Philippines, because whereas larceny requires not only the “taking” of property but also the “carrying away,” it is enough in the Philippines that the property be “taken” for the consummation of theft. On this proposition, I would say that the difference, even if admitted, has no substantial effect upon the adjective principle that where the theft is consummated in one province it may be prosecuted in any other province into which the thief should subsequently bring the stolen merchandise, because in the eyes of the law every moment’s continuance of the dispossession of the owner amounts to a new taking and asportation. (*See C. J. S., and Am. Jur., supra.*) In the *Mercado* case, *supra*, there was no doubt that theft of cattle was consummated in Nueva Ecija. The prosecution there contended—and I think rightly—that even if consummated in Nueva Ecija the offenders could be prosecuted in Pampanga where the rustled animals were subsequently conveyed. In the precedents cited by the prosecution (in the *Mercado* case) the larceny was *consummated also* in one county, but the thieves were allowed to be prosecuted in another county to which they had removed the stolen things. Therefore, the difference between the essential elements of the crime did not justify a different procedural doctrine.

The second proposition which induced the court to reject the transitory-offense theory is this:

“Practical reasons and considerations, however, require that no pass be opened to the thief through which he may easily frustrate the right of the owner of a stolen thing to recover it from him or to go after it, or which may make it difficult, if not impossible, for him to secure the punishment of the offender. By allowing the owner of the stolen thing to follow the thief no matter how far from the scene of the crime the latter may have brought it, in order to have him prosecuted which, surely, will be the effect of sustaining a contrary opinion, is to put obstacles in his way precisely because this will result in expenses and delay. If this were done, the thief would contrive in all cases to carry as far as possible what he may have stolen so that he would have greater chances of getting unpunished.” (365 Phil., 674.)

It is difficult to perceive how the theory we advocate could favor the culprit and frustrate prosecution. On the contrary, if the thief may be booked in any place to which he carries his plunder, his main accomplice—flight—becomes valueless. It may even become an additional hazard, if and when the forces of law and order are given the privilege to prosecute him in any of the provinces through which he has travelled with his booty—wherever the prosecution may have found convenient evidence against him.

Moreover, the above paragraph of the Mercado decision is premised on the assumption that the transitory-offense idea *requires* the owner to follow the thief and prosecute him in the province where such thief may have chosen to carry the loot. That assumption is a fundamental mistake. The theory *permits* (does not require) the owner to prosecute in any province to which the culprit may have brought the stolen articles. *The owner may choose* to prosecute him in the province where the goods had originally been feloniously seized.

An example: A car is stolen in Manila and later carried by the thief into Davao. No witness in Manila saw him in the act of grabbing or driving the vehicle. But in Davao there are persons who saw him in possession. Under the transitory-offense theory, the owner may either prosecute him in Manila and spend for transportation of the Davao witnesses to Manila, or else prosecute him in Davao, and pay for his own transportation from Manila to Davao. Such owner may chose according to his convenience; of course, with advice of the prosecuting officers under whose direction the case for the People is always handled.

It being clear, in my opinion, that the rejection of the transitory-offense theory, is unfair to the victim and is contrary to the intention of the justices who concurred in the Mercado ruling, I have no hesitation to vote for departure from it.

Petition granted.

[No. L-1508. February 16, 1950]

FIDELITY AND SURETY COMPANY OF THE PHILIPPINES, petitioner, *vs.* THE COURT OF APPEALS and SIXTO A. CARLOS, respondents.

1. OBLIGATIONS AND CONTRACTS; PAYMENT; VALIDITY OF PAYMENTS MADE WITH JAPANESE WAR NOTES DURING OCCUPATION.—Payments made with Japanese war notes during the occupation of obligations contracted before the war, to the creditors or his legal representatives, and accepted by them, are valid and release the said obligations, there no longer is any doubt as to the validity of similar payments. The doctrine in the case of *Haw Pia vs. China Banking Corporation* (45 Off. Gaz., No. 9, Supp., September, 1949, p. 229), reiterated.

2. COURT OF LAND REGISTRATION; JURISDICTION; CANCELLATION OF ENCUMBRANCE NOTED IN THE CERTIFICATE OF TITLE.—If there is no substantial controversy between the parties about the cancellation of any encumbrance noted in any certificate of title as the payment of the loan and the execution of the corresponding deed of cancellation of the second mortgage is not denied, then the Court of Land Registration has jurisdiction to order the inscription of the deed of cancellation and the cancellation of the annotations on the back of the certificate of title. The doctrine in the case of *Castillo vs. Ramos* (45 Off. Gaz., p. 183), reiterated.

PETITION to review on certiorari a decision of the Court of Appeals.

The facts are stated in the opinion of the court.

La O & Feria for petitioner.

Araneta & Araneta for respondents.

PARÁS, J.:

In a foreclosure proceeding instituted before the war by the Monte de Piedad y Caja de Ahorros *vs.* Angela Aguilar de Guzman and Fortunato A. Guzman, case No. 57776 of the Court of First Instance of Manila, the herein respondent Sixto A. Carlos was the purchaser at public auction of the mortgaged property. The sale was confirmed by the Court of First Instance of Manila on December 4, 1941, subject only to the right of redemption of the herein petitioner, Fidelity and Surety Company of the Philippines, as holder of a second mortgage on said property. This reservation was made because the petitioner, as second mortgagee, had not been included in the foreclosure proceeding filed by the Monte de Piedad y Caja de Ahorros, as first mortgagee. The herein petitioner instituted a separate foreclosure proceeding against the Guzman spouses (civil case No. 59593 of the Court of First Instance of Manila), in which judgment of foreclosure was rendered on August 18, 1941. This judgment was appealed by the Guzman spouses to the Court of Appeals wherein the case was pending until August, 1943, when the Guzman spouses paid their obligation to the petitioner in Japanese military notes and the parties moved for the dismissal of the appeal in view of an amicable settlement. On August 11, 1945, the herein respondent filed a petition in the Court of First Instance of Manila in G. L. R. O. cadastral record No. 392, praying that the register of deeds of Manila be ordered to cancel in the certificate of title the annotation covering the right of redemption in favor of petitioner. After hearing, the Court of First Instance of Manila issued an order granting the petition. Upon appeal by the petitioner, the Court of Appeals affirmed the order of the Court of First Instance of Manila. The petitioner has come to us by way of certiorari, seeking the reversal of the decision of the Court of Appeals.

The Court of First Instance of Manila predicated its order granting the petition of herein respondent on the ground that the right of redemption of the petitioner has expired. The Court of Appeals, in affirming the order of the Court of First Instance of Manila, premised its conclusion on the ruling that the payment made by Angela Aguilar de Guzman and Fortunato R. Guzman to the petitioner in Japanese military notes was valid and therefore wiped out the second mortgage in favor of the petitioner.

The main contention of the herein petitioner is that the Court of First Instance of Manila, as a Court of Land Registration, and the Court of Appeals on appeal, had no jurisdiction of the case if their decision necessarily involves the validity or invalidity of the payment in question.

In G. R. No. L-2020, *La Orden de Padres Benedictinos de Filipinas vs. Philippine Trust Company*, decided on December 29, 1949, we made the following pronouncement: "In support of his first assignment of error, appellant cites the case of *Castillo vs. Ramos*, L-1031, decided by this Court in Jul, 1947 (45 Off. Gaz., 183), wherein it was held that the validity of payment with Japanese military notes during the war of a pre-war obligation in genuine Philippine currency, is such a transcendental question that it is beyond the special and limited jurisdiction of a Court of First Instance acting as a Court of Land Registration. However, in view of the decision of this Court in the case of *Haw Pia vs. China Banking Corporation*, L-554 (45 Off. Gaz., No. 9 [Supp.], 229), in which it was ruled that payments made with Japanese war notes during the occupation of obligation contracted before the war, to the creditors or his legal representatives, and accepted by them, are valid and release the said obligations, there no longer is any doubt as to the validity of similar payments. As was said in the case of *Castillo vs. Ramos*, *supra*, if there is no substantial controversy between the parties about the cancellation of any encumbrance noted in any certificate of title as there can be no serious controversy between petitioner and oppositor in the present case because the payment of the loan and the execution of the corresponding deed of cancellation of the second mortgage is not denied, then the lower court had jurisdiction to order the inscription of the deed of cancellation and the cancellation of the annotations on the back of the certificates of title."

As payment by the Guzman spouses in Japanese military notes to the petitioner is admitted herein, the ruling above quoted is perfectly applicable. This result makes it unnecessary for us to pass upon petitioner's contention that its right of redemption has not yet expired.

Wherefore, the appealed decision of the Court of Appeals is hereby affirmed, with costs against the petitioner. So ordered.

Moran, C. J., Ozaeta, Pablo, Bengzon, Montemayor, and Reyes, JJ., concur.

PADILLA, J., concurring:

I concur in the result. There seems to be no need of invoking the rule laid down in the case of "La Orden de Padres Benedictinos de Filipinas vs. The Philippine Trust Co." G. R. No. L-2020, 29 December 1949, because, according to the majority opinion, the debtors paid to the petitioner the debt the payment of which was secured by a second mortgage on the property "and the parties moved for the dismissal of the appeal (then pending in the Court of Appeals) in view of an amicable settlement," and because the right of redemption had already expired, as found by the trial court. But if the ground for affirming the order of cancellation of the right of redemption in favor of the petitioner appealed from is the rule laid down in the case referred to, then I dissent from such ground for the same reasons stated in my opinion in said case.

TUASON, J.:

I join in this opinion.

Judgment affirmed.

[No. L-1747. February 16, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. MANAUL KOMAYOG, defendant and appellant

1. CRIMINAL LAW; MURDER; EVIDENCE; SUFFICIENCY OF PROOFS AS TO IDENTITY OF THE ACCUSED.—The facts proved in this case satisfactorily show that the three principal government witnesses' testimony is cogent and convincing in its details. The crime was committed in broad daylight and no question of mistaken identity or improper motive is involved. Neither of the two eye-witnesses for the government had any reason to pin the blame on the father of the herein appellant instead of on his son if the latter was really the author of the crime.

APPEAL from a judgment of the Court of First Instance of Lanao. Barot, J.

The facts are stated in the opinion of the court.

Ignacio Fernandez for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Ramon L. Avanceña* for appellee.

TUASON, J.:

Manaul Komayog was prosecuted in the Court of First Instance of Lanao, charged with murder together with

Mama Manaul, his son, who was acquitted. The court found against Manaul Komayog and sentenced him to *reclusión perpetua*, to indemnify the heirs of the deceased in the sum of P2,000, and to pay one-half of the costs.

Kasan Bongcarawan was shot in the stomach as he was busy working on his farm, and died from the effects of the wound. The prosecution says Manaul Komayog killed the now deceased; the defense says Mama Manaul did.

Sambatara Malomalo, a school teacher, testifies that on June 22, 1946, as he was walking to the market in Alog he heard "a firing"; he thinks he heard two shots. When he turned his head in the direction of where the shots came from, he saw Manaul Komayog eject empty shells from his rifle, and flee with his companions, who were Mama Manaul, Pindugar Atoy, Malican Pagalad and another man whose name he could not remember. They ran towards barrio Calantai where there was a *kota*. When Kasan Bongcarawan was shot, Manaul Komayog was less than 200 meters from him (witness), and the distance between him and Kasan Bongcarawan was less than 200 meters. He hurried towards the injured man to help him and found a big wound on the right side of the stomach. When he reached the place where Kasan fell, two men, he thinks, were already there, Arimao Tugaso and Dimanang Dida-ogon.

Arimao Tugaso testifies that between 7 and 8 o'clock in the morning he was on his farm planting rice. He saw Mama Manaul and Manaul Komayog walking along the river bank followed by three other persons. When they reached the creek, Komayog fired twice at Kasan Bongcarawan. He, witness, was about seven *brazas* from Manaul Komayog when the latter opened fire, while the distance separating him and Kasan was more than ten *brazas*. He did not see anybody else shoot. Mama Manaul, who was also carrying a firearm, was beside his father but the witness did not see Mama use his gun. After shooting Kasan Bongcarawan, Manaul Komayog shouted, "Let us run away. I hit," and Komayog and his companions sped away towards Calantai where there was a *kota*. Witness and three others carried Kasan to his house.

Pitted against the preceding testimony is the following evidence for the defense:

Pendugar Ontong, mentioned by Malomalo as one of the men who was in the company of the defendants and who was discharged on motion of the prosecution in the justice of the peace court, said that on the morning of June 22, 1946, he was in Kilausan, in the house of Vice-Mayor Mendir, where he lived. Asked what happened on that date, he answered, "The one who went to the scene said that Kasan was killed by Mama Manaul."

Maulod Bongo, another of the men said to have been with the defendants, was put on the stand but was with-

drawn when the fiscal admitted what the witness was going to say, namely, that the complaint against him had been dismissed by the justice of the peace on motion of the prosecuting officer.

Macapangkat Pasaulan testifies that he knew Manaul Komayog; that on June 22, 1946, in the morning, he was in the market at Alog in company with Manaul Komayog, who, he said, had met him on the way and told him, "Macapangkat, wait for me!"; that at the market, he and Komayog bought "carabao" and tobacco; that when they were bargaining for carabao "a certain fellow arrived and shouted that Mama Manaul, son of Manaul Komayog, killed somebody"; that upon hearing the news, he and Manaul Komayog, upon his suggestion, went home and "saw a group of people near our home. So, we thought that perhaps it was true that Mama had killed someone."

Anter Anderike testifies that he was a tobacco dealer; that on Saturday, June 22, 1946, in the market at Alog, he sold tobacco to Komayog and Macapangkat and heard people say that Mama had shot Kasan.

Mama Manaul, 14 years old, testifies that he killed Kasan Bongcarawan with a revolver because Bongcarawan approached him when he was working on the land of his father telling him, "You get out, boy, from our land. Don't work there"; that Bongcarawan also said, "Are you not going to vacate our land, or I will kill you?"; that he did not heed Bongcarawan's threat and the deceased fired at him with a revolver; that he was not hit and he drew his own revolver and returned the fire; that he did not know where he hit Bongcarawan because he ran away after firing at the deceased; that when he ran he threw the revolver away because he was afraid; that Manaul Komayog was not with him, having gone to the market at Alog.

Manaul Komayog testifies that Mama Manaul shot and killed Kasan Bongcarawan; that he was in the market at Alog when that incident happened, having heard of it only in the market.

We are satisfied beyond doubt that Manaul Komayog was the killer. The three principal government witnesses' testimony is cogent and convincing in its details. The crime was committed in broad daylight and no question of mistaken identity or improper motive is involved. Neither of the two eye-witnesses for the government had any reason to pin the blame on the father instead of on his son if the latter was really the author of the crime.

The cause of the trouble was the fact that Kasan was tilling the land Komayog claimed to be his property. Barely 13 years old and single handed, Mama Manaul would not likely have challenged or defied the deceased. It is admitted that the latter was peacefully working on his farm and did not seek the fight. Furthermore, no

firearm appears to have been found on Kasan's person or near him after he was shot, and no question was asked the prosecution witnesses by the defense counsel about such matter. The reason why Mama Manual assumed full responsibility to the exclusion of his father is easy to imagine. Being below 14 when the crime was committed, he could claim exemption from criminal liability if pronounced to have acted without discernment. The alternative was confinement in a reformatory school. This, Mama Manual admitted in court, he understood.

The judgment of the lower court is affirmed with costs of this instance.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Judgment affirmed.

[No. L-1896. February 16, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
RAFAEL BALMORES Y CAYA, defendant and appellant

1. CRIMINAL LAW; FALSIFICATION OF SWEEPSTAKES TICKET; EVIDENCE; JUDICIAL NOTICE.—The court cannot take judicial notice of what is not of common knowledge as the number of units of sweepstakes ticket.
2. ID.; ID.; SUBSTITUTION OF NUMBER IN INK.—The removal of the true and real unidentified number of sweepstakes ticket and substitution and writing in ink thereon the number of a winning ticket and the attempt to cash the ticket so altered as a prize-winning number constitute the crime of falsification of Government obligation.
3. ID.; COURTS; JURISDICTION; ACCUSED'S ILLITERACY AND WAIVER OF RIGHT OF COUNSEL; PLEA OF GUILTY.—The fact that an accused is illiterate does not deprive the trial court of jurisdiction to convict him on a plea of guilty although he is not assisted by counsel, when it appears that the accused has waived such right.

APPEAL from a judgment of the Court of First Instance of Manila. Peña, J.

The facts are stated in the opinion of the court.

Felixberto B. Wiray for appellant.

Assistant Solicitor General Ruperto Kapunan, Jr. and *Solicitor Adolfo Brillantes* for appellee.

OZAETA, J.:

Appellant, waiving the right to be assisted by counsel, pleaded guilty to the following information filed against him in the Court of First Instance of Manila:

"The undersigned accuses Rafael Balmares y Caya of attempted estafa through falsification of a security, committed as follows:

"That on or about the 22nd day of September, 1947, in the City of Manila, Philippines, the said accused did then and there wilfully, unlawfully and feloniously commence the commission of the crime of estafa through falsification of a security directly by overt acts,

to wit: by then and there tearing off at the bottom in a cross-wise direction a portion of a genuine $\frac{1}{8}$ unit Philippine Charity Sweepstakes ticket thereby removing the true and real unidentified number of same and substituting and writing in ink at the bottom on the left side of said ticket the figure or number 074000 thus making the said ticket bear the said number 074000, which is a prize-winning number in the Philippine Charity Sweepstakes draw last June 29, 1947, and presenting the said ticket so falsified on said date, September 22, 1947, in the Philippine Charity Sweepstakes Office for the purpose of exchanging the same for the corresponding cash that said number had won, fraudulently pretending in said office that the said $\frac{1}{8}$ unit of a Philippine Charity Sweepstakes ticket is genuine and that he is entitled to the corresponding amount of ₱359.55 so won by said ticket in the Philippine Charity Sweepstakes draw on said date, June 29, 1947, but the said accused failed to perform all the acts of execution which would have produced the crime of estafa through falsification of a security as a consequence by reason of some causes other than his spontaneous desistance, to wit: one Bayani Miller, an employee to whom the said accused presented said ticket in the Philippine Charity Sweepstakes Office discovered that the said ticket as presented by the said accused was falsified and immediately thereafter he called for a policeman who apprehended and arrested the said accused right then and there.

"Contrary to law.

(Sgd.) "LORENZO RELOVA
"Assistant City Fiscal"

and was sentenced by Judge Emilio Peña to suffer not less than 10 years and 1 day of *prisión mayor* and not more than 12 years and 1 day of *reclusión temporal*, and to pay a fine of ₱100 and the costs.

From that sentence he appealed to this court, contending (1) that the facts charged in the information did not constitute an offense and (2) that the trial court lacked jurisdiction to convict him on a plea of guilty because, being illiterate, he was not assisted by counsel.

In support of the first contention, counsel for the appellant argues that there could be no genuine $\frac{1}{8}$ unit Philippine Charity Sweepstakes ticket for the June 29, 1947, draw; that this court has judicial notice that the Philippine Charity Sweepstakes Office issued only four $\frac{1}{4}$ units for each ticket for the said draw of June 29, 1947; that the information does not show that the true and real unidentified number of the ticket alleged to have been torn was not and could not be 074000; that the substitution and writing in ink of the said number 074000 was not falsification where the true and real number of the ticket so torn was 074000.

This contention is based on assumptions not borne out by the record. The ticket alleged to have been falsified is before us and it appears to be a $\frac{1}{8}$ unit. We cannot take judicial notice of what is not of common knowledge. If relevant, it should have been proved. But if it is true that the Philippine Charity Sweepstakes Office did not issue $\frac{1}{8}$ but only $\frac{1}{4}$ units of tickets for the June 29, 1947, draw, that would only strengthen the theory of the

prosecution that the $\frac{1}{8}$ unit of a ticket which appellant presented to the Philippine Charity Sweepstakes Office was spurious. The assumption that the true and real unidentified number of the ticket alleged to have been torn was the winning number 074000, is likewise not supported by the record. The information to which appellant pleaded guilty alleged that the appellant removed the true and real unidentified number of the ticket and *substituted* and wrote in ink at the bottom on the left side of said ticket the figure or number 074000. It is obvious that there would have been no need of removal and *substitution* if the original number on the ticket was the same as that which appellant wrote in ink in lieu thereof.

The second contention appears to be based on a correct premise but wrong conclusion. The fact that appellant was illiterate did not deprive the trial court of jurisdiction to convict him on a plea of guilty although he was not assisted by counsel. The decision expressly states that appellant waived the right to be assisted by counsel, and we know of no law against such waiver.

It may be that appellant was either reckless or foolish in believing that a falsification as patent as that which he admitted to have perpetrated would succeed; but the recklessness and clumsiness of the falsification did not make the crime impossible within the purview of paragraph 2, article 4, in relation to article 59, of the Revised Penal Code. Examples of an impossible crime, which formerly was not punishable but is now so under article 59 of the Revised Penal Code, are the following: (1) When one tries to kill another by putting in his soup a substance which he believes to be arsenic when in fact it is common salt; and (2) when one tries to murder a corpse. (Guevara, Commentaries on the Revised Penal Code, 4th ed., page 15; decision, Supreme Court of Spain, November 26, 1879; 21 Jur. Crim., 343.) Judging from the appearance of the falsified ticket in question, we are not prepared to say that it would have been impossible for the appellant to consummate the crime of estafa thru falsification of said ticket if the clerk to whom it was presented for payment had not exercised due care.

The penalty imposed by article 166 for the forging or falsification of "treasury or bank notes or certificates or *other obligations and securities*" is *reclusión temporal* in its minimum period and a fine not to exceed ₱10,000, if the document which has been falsified, counterfeited, or altered is an obligation or security of the United States or of the Philippine Islands. This being a complex crime of attempted estafa through falsification of an obligation or security of the Philippines, the penalty should be imposed in its maximum period in accordance with article 48. Taking into consideration the mitigating circumstance

of lack of instruction, and applying the Indeterminate Sentence Law, the minimum cannot be lower than *prisión mayor* in its maximum period, which is 10 years and 1 day to 12 years. It results, therefore, that the penalty imposed by the trial court is correct.

The alteration, or even destruction, of a losing sweepstakes ticket could cause no harm to anyone and would not constitute a crime were it not for the attempt to cash the ticket so altered as a prize-winning number. So in the ultimate analysis appellant's real offense was the attempt to commit estafa (punishable with eleven days of *arresto menor*); but technically and legally he has to suffer for the serious crime of falsification of a government obligation. We realize that the penalty is too severe, considering all the circumstances of the case, but we have no discretion to impose a lower penalty than that authorized by law. The exercise of clemency is vested by the Constitution in the Chief Executive and not in this court.

We are constrained to affirm the sentence appealed from, with costs against the appellant.

Moran, C. J., Pablo, Bengzon, Padilla, Tuason, Monte-mayor, Reyes, and Torres, JJ., concur.

PARÁS, J., dissenting:

The accused-appellant, instead of being the victimizer, has become the victim. He was accused of having falsified a genuine $\frac{1}{8}$ unit of the Philippine Charity Sweepstakes ticket for the June, 1947, draw by tearing off at its bottom in a cross-wise direction a portion, thereby removing the true and unidentified number of said ticket and substituting and writing in ink at the bottom on the left side the number 074000, thus making said ticket bear a prize-winning number. He was convicted of attempted estafa thru falsification of an obligation or security and sentenced to an indeterminate penalty of from 10 years and 1 day of *prisión mayor* to 12 years and 1 day of *reclusión temporal*, and to pay a fine of ₱100 plus the costs. He waived the right to be assisted by counsel and merely pleaded guilty to the information.

The appellant is admittedly an illiterate and, in my opinion, had committed only an impossible crime now punishable under paragraph 2, article 4, in relation to article 59, of the Revised Penal Code. I say impossible, because in the way the alleged falsification was done, it was inherently inadequate or ineffective and accordingly certain to be detected. Stated otherwise, the appellant could not have succeeded in cashing the ticket. For who would cash a ticket which, in the first place, has a missing portion and, in the second place, contains a number written in ink. Not even boy agents who conduct their trades on

street sidewalks, and much less the employee of the Sweepstakes Office to whom it was presented. As a matter of fact, the falsification was readily detected by said employee. The crime is just as impossible as passing a counterfeit paper bill concocted in regular newsprint and in ordinary handwriting.

A doubt also arises from the fact that the ticket is a $\frac{1}{8}$ unit, in the face of the contention of attorney for appellant in this instance that the tickets for the June, 1947, Sweepstakes draw consisted of only four units. Of course, this may not be a matter of judicial notice, but the point remains that if appellant was assisted by competent counsel in the trial court, the fact might have been duly proven. It is true that the appellant waived his right to be assisted by counsel, but we cannot help pointing out that a miscarriage of justice may sometimes result by force of circumstances. In such cases, any capital doubt should be resolved in favor of the accused.

My vote, therefore, is to reverse the appealed judgment and to release the appellant immediately as he has been in prison since November 11, 1947.

Judgment affirmed.

[No. L-1979. February 16, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
MOROS UDAY ET AL., defendants. MORO CASAM, defendant and appellant.

1. CRIMINAL LAW; ROBBERY WITH HOMICIDE; EVIDENCE; WITNESS; CREDIBILITY ON PERSISTENT QUESTIONING.—A persistent questioning of a prosecuting witness by counsel for the defense, far from weakening his testimony, established the fact that not only D. H. but E. F. had seen the furious attack of the Moros and the individual participation of each accused, including the appellant in the killing, ransacking and burning of the house of R. H.
2. ID.; ID.; ID.; ACCUSED'S ACTIVE PARTICIPATION IN THE COMMISSION OF THE CRIMINAL ACTS.—Under the facts proved in this case it is shown that the appellant was not only a member of the group of Moros who attacked the H spouses at about 6 o'clock in the morning of November 10, 1942, murdered R. H. and M. O., robbed the premises and kidnapped N. H., but also took an active part in the commission of those criminal acts.

APPEAL from a judgment of the Court of First Instance of Zamboanga. Encarnacion, J.

The facts are stated in the opinion of the court.

Francisco E. F. Remotigue for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Jaime de los Angeles* for appellee.

TORRES, J.:

During an attack suddenly launched by a group of Moro bandits armed with krises, bolos and revolvers at dawn of

November 10, 1942, against a detachment of guerrillas stationed in the school building in the barrio of Dinas, Pagadian, Province of Zamboanga, and which lasted until about 10 o'clock in the morning of said day, some members of the band, at about 6 o'clock of that morning, left the attacking group and proceeded to the house of Rufino Hicten, about one hundred meters from the school building. When the occupants of the house, Rufino Hicten, his wife Maxima Ongue, and their two children, Dionisio and Necesia, saw the onrushing Moros, they tried to escape, but unfortunately, only Dionisio, a young man, succeeded in his attempt. Dionisio rushed to the nearby bushes and from his hiding place he saw how Moros Usman, Cahal and Casam took turns in inflicting mortal wounds upon his father, and thereafter, they with their arms hacked his mother, and as the result of this sudden attack his parents lost their lives. From his hiding place, which was only about fifteen meters distant from his house, Dionisio also saw that Moro Uday was the one who was giving orders to his companions. He witnessed the ransacking of his home by three other Moro companions who stole therefrom personal belongings and cash of the total value of ₱1,000, and, before leaving the premises, set fire to the house and forcibly carried away with them his eleven year old sister Necesia.

When the Moros had left, Dionisio emerged from his hiding place and found the dead bodies of his parents. He notified the neighboring guerrillas accordingly and asked for help. His parents were then buried. The next morning Dionisio reported the matter to the commander of the guerrilla detachment and told him that he had recognized Uday, Cahal and Casam among those who had perpetrated the crime under consideration.

The corresponding information was filed and after proper proceedings, the Court of First Instance of Zamboanga proceeded with the trial of only Moros Uday, Cahal and Casam, inasmuch as the other accused, Moros Calamansing and Usman, died before the trial, and Moros Caring, Nandong and Ugaliñgan were still at large. In view of the evidence taken, the court found Uday, Casam and Cahal guilty of robbery in band with double homicide, instead of brigandage with double murder, as charged in the original information, and considering the attendance of the aggravating circumstances of having committed the crime by a band and the abuse of superior strength, and considering further that the accused committed arson and kidnapped Necesia Hicten, the lower court, although it said that the extreme penalty of death as provided by law should be imposed, sentenced Uday, Casam and Cahal, each to suffer the penalty of *reclusión perpetua* with the corresponding accessories, to indemnify the heirs of Rufino Hicten and Maxima Ongue in the sum of ₱4,000 to pay said heirs the

amount of P1,000, the value of the personal belongings robbed by them and their share of the costs.

Only Moro Casam has appealed, and in this instance his counsel assails the correctness of the judgment of the trial court on the ground of the insufficiency of the evidence of the prosecution.

From our perusal of the record, we entertain not the least doubt about the guilt of this appellant. The defense, concentrating its attention on the testimony of Dionisio Hicten tried to show that he could not have witnessed the tragedy during that morning of November 10, 1942 when said witness saw how his father and mother were slain by the attacking Moros. It has been shown that when the Hicten family sensing the approach of the Moros tried to escape by hurriedly leaving their house, Dionisio, being at that time a young man of about 18 years, was able to leave his house ahead of his parents and sister. The latter were going down the stairway when they were met and attacked by the incoming Moros, who set upon and hacked the spouses without giving them any opportunity to save their lives. From his position of vantage, hidden in the bush only about fifteen meters away from his house, he saw the part taken in the attack by appellant and each accused. It was 6 o'clock in the morning when Dionisio witnessed how Usman, Cahal and Casam, appellant herein, took turns in mortally wounding his father and then turned their attention to his mother who met a similar fate. He also testified that after ransacking their premises and carrying away from it their personal belongings and money in cash they set fire to the house and carried away with them his sister Necesia.

This testimony of Dionisio Hicten is strongly corroborated by that of Eleno Fabriga who was stopping at the house of Raymundo Ramonal situated near the house of Hicten. Fabriga stated that upon noticing the coming of the Moros, he left the house and hid himself in the nearby bushes and, while there, he witnessed the onslaught by the Moros on the Hicten family, the ransacking of the house and the burning of the same. A persistent questioning of this witness by counsel for the defense, far from weakening his testimony, established the fact that not only Dionisio Hicten but Eleno Fabriga had seen the furious attack of the Moros and the individual participation of each accused, including this appellant, in the killing, ransacking and burning of the house of Rufino Hicten.

Appellant signed a confession, Exhibit A, whereby he admitted his participation in the commission of the crime, but at the trial he contended that it was secured by means of violence and intimidation. This was promptly rebutted by the prosecution through the testimonies of the justice

of the peace of Pagadian and of Capt. Pablo Jose, both of whom verified the due execution and correctness of the confession appearing in said Exhibit A. According to these witnesses the document was read and translated to the appellant who was made to understand its contents, after which Casam signed it freely and voluntarily. Questioned further about the circumstances surrounding the preparation of Exhibit A, appellant admitted that he had not complained to anyone, much less to his counsel, about the alleged force and intimidation used to compel him to sign said document.

As regards his alleged alibi, this appellant tried to prove that since September, 1942, that is, about two months previous to the attack on the guerrilla garrison and the killing of the Hicten spouses, he was a member of a guerrilla unit. He could not, however, offer in evidence anything showing the issuance of some special order duly signed by a competent guerrilla officer regarding his induction into the military service as such guerrilla member. The only paper that he submitted in court was a supposed pass (Exhibit 5) signed by one Major Mindalano and addressed to one Captain Kantoy, in Pagadian, Zamboanga, recommending that the bearer "be given due recognition by your command whenever they appear at your sector." While it is true that that document is dated "22 April 1945," more than two years after the concerted attack by appellant and his other companions on the guerrilla detachment and the killing of the Hicten spouses which took place on November 10, 1942, however, at the bottom of the communication which embodies the pass there are signatures or notations made by guerrilla officers regarding the fact that said document, Exhibit 5, had been presented to them by bearer in May, 1945. Without casting any doubt as to the authenticity of this pass or safe conduct, Exhibit 5 was evidently issued by Major Mindalano, Major Infantry of the USFIP guerrilla organization, not before April 22, 1945; because, upon further examination of said Exhibit 5, we find that the same is written on the back of a mimeographed copy of a proclamation issued by General Douglas MacArthur from his headquarters, Southwest Pacific Area, on the 29th day of December, 1944, which strengthens our conclusion that the alibi by means of which appellant Casam expected to show his innocence in this case is absolutely groundless, not only for the reasons already given, but because of the fact that this official copy of the MacArthur proclamation could not have reached the theatre of operations in the Philippines during the last war before the 29th of December 1944.

We, therefore, logically conclude that appellant was not only a member of the group of Moros who attacked the

Hicten spouses at about 6 o'clock in the morning of November 10, 1942, murdered Rufino Hicten and Maxima Ongue, robbed the premises and kidnapped Necesia Hicten, but also took an active part in the commission of those criminal acts.

In view of the above, we hold that this appellant is guilty of robbery with homicide as defined and penalized in article 294, paragraph 1 of the Revised Penal Code with *reclusión perpetua* to death, regardless of the number of victims (*People vs. Manuel*, 44 Phil., 333).

In the imposition of said penalty we shall take into consideration the attendance of the circumstances that the crime has been committed in band and with treachery (*U. S. vs. Perez*, 32 Phil., 163; *People vs. Sawajan*, 53 Phil., 689); that the fatal aggression by Casam and his companions on their victims commenced when Rufino Hicten and Maxima Ongue were descending the stairway of their house which is an integral part thereof (*People vs. Alcala*, 46 Phil., 739). There being no mitigating circumstance which may neutralize the effect of those aggravating circumstances, the penalty prescribed by said provision of paragraph 1 of article 294 should be imposed in its maximum period.

In this connection, it should be stated that appellant was found guilty by the trial court of slight illegal detention penalized in article 268 of the Revised Penal Code with *prisión mayor*. The Solicitor General recommends that the maximum period of the penalty of *prisión mayor* should be applied on account of the presence of aggravating circumstances and that the corresponding indeterminate penalty should be imposed to consist of a minimum of not less than 6 months and 1 day of *prisión correccional* to a maximum of not more than 12 years of *prisión mayor*.

Notwithstanding what has just been stated, we cannot disregard the fact that Moro Uday, who, according to the evidence was the leader of the group of Moros who committed the offense in question, was sentenced only to *reclusión perpetua*, and the judgment became final because he did not appeal therefrom. In *People vs. Sakam* (61 Phil., 27) the Supreme Court, confronted with a situation similar to the one now before us, and believing that the ends of justice will be served by the affirmance of the judgment of the lower court, sentenced the appellant to *reclusión perpetua*.

We hereby, therefore, affirm *in toto* the judgment of the lower court which sentenced appellant to *reclusión perpetua* for the crime of robbery with homicide; it being understood that this culprit, who has also been found guilty of illegal detention under article 268 of the Revised Penal Code, shall likewise serve an indeterminate penalty of not

less than 6 years and 1 day to not more than 12 years of *prisión mayor*. He shall pay the costs.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Reyes, JJ., concur.

Judgment modified.

[No. 48090. February 16, 1950]

DOLORES PACHECO, in her capacity as guardian of the minors Concepcion, Alicia, and Herminia Yulo, petitioner, *vs.* SANTIAGO ARRO ET AL., respondents. DEMETRIA FIRMEZA, accompanied by her husband, Basilio Rivera, movant.

TRUSTS; JURIDICAL CONCEPT OF A TRUST; TRUSTEE CANNOT INVOKE STATUTE OF LIMITATIONS AGAINST "CESTUIS QUE TRUSTENT."—The juridical concept of a trust, which in a broad sense involves, arises from, or is the result of, a fiduciary relation between the trustee and the *cestui que trust* as regards certain property—real, personal, funds or money, or choses in action—must not be confused with an action for specific performance. When the claim to the lots in the cadastral case was withdrawn by the respondents relying upon the assurance and promise made in open court by Dr. M. Y. in behalf of J. Y. y R., the predecessor-in-interest of the petitioners, a trust or a fiduciary relation between them arose, or resulted therefrom, or was created thereby. The trustee cannot invoke the statute of limitations to bar the action and defeat the right of the *cestuis que trustent*.

PETITION to review on certiorari decision of the Court of Appeals.

The facts are stated in the opinion of the court.

Vicente Hilado for petitioner.

Rodolfo R. Reyes for respondents.

PADILLA, J.:

On 13 October 1947, this Court declared the record of this case reconstituted. As reconstituted it shows that on 31 January 1941, a petition for a writ of *certiorari* was filed by Dolores Pacheco, as guardian of the minors Concepcion, Alicia and Herminia surnamed Yulo, daughters of the late Jose Yulo y Regalado, for the review of a judgment rendered by the Court of Appeals which affirmed the one rendered on 21 March 1939 by the Court of First Instance of Occidental Negros, ordering Jose Yulo y Regalado to execute deeds of assignment in favor of the plaintiffs for each and every lot claimed by them, the numbers of which appear opposite their names in the complaint filed by them.

The decision of the Court of Appeals reads as follows:

Los demandantes interpusieron la demanda de autos para que el demandado otorgue una escritura de donación a su favor de los

lotes que aparecen a continuación de sus respectivos nombres y que son como siguen:

Santiago Arro	Lot No. 237
Juan Balidio	Lot No. 150
Ruperto Caballero	Lot No. 208
Domingo Ciriaco	Lot No. 147
Filomeno Echanova	Lot No. 121
Florentino Granada	Lot No. 148
Dorotea Firmesa	Lot No. 224
Agustin Sarap	Lot No. 207
Atanacio Jordan	Lot No. 230
Fortunato Lambatin	Lot No. 213
Fausto Leal	Lot No. 118
Dionisia Crelo	Lot No. 235
Martin Quiñanola	Lot No. 238
Florencia Rosales	Lot No. 124
Basilio Salíño	Lot No. 153
Magdaleno Salvo	Lot No. 155
Pascual Sibug	Lot No. 215
Pedro Tan	Lot No. 122
Teodora Caalaman	Lot No. 112
Maria Torillo	Lot No. 135
Pedro Tajanlañgit	Lot No. 209
Silverio Toala	Lot No. 149
Pablo Tayson	Lot No. 212
Maria Villanueva	Lot No. 236
and	Lot No. 228
Inocencio Viva	Lot No. 120
Fortunato Siasat	Lot No. 151
and	Lot No. 152

El demandado alegó, como defensa especial, que las alegaciones de la demanda no constituyen motivo de acción y que el plazo para entablarla ha transcurrido; y, por vía de contrademanda, pide que los demandantes sean condenados a desalojar sus respectivos lotes.

Habiendo fallecido el demandado, se enmendó la demanda para la sustitución del mismo por sus hijos, los cuales eran todos menores de edad, representados por su tutora Dolores Pacheco, la cual también presentó contestaciones enmendadas.

El Juzgado decidió el asunto a favor de los demandantes y contra la parte demandada, y en su citada decisión hizo el siguiente relato de hechos:

“Los demandantes eran los reclamantes de los lotes mencionados en la demanda situados todos en las Calles Zamora y Quennon del municipio de Isabela de esta provincia, con la oposición del demandado José Yulo y Regalado que también los reclamaba para sí; pero habiendo llegado éste y los primeros a una inteligencia en el sentido de que si los nombres de dichas calles se cambiaban de Zamora y Quennon a T. Yulo y G. Regalado, respectivamente, que eran los nombres de los padres del demandado, a saber: Teodoro Yulo y Gregoria Regalado; dicho demandado estaría dispuesto a ceder dichos lotes a sus respectivos reclamantes, convenio que se hizo en Corte abierta, presidida por el Honorable Juez Norberto Romualdes, habiendo tomado nota de ello el taquígrafo Sr. Tanjuequiao, según consta en el Exhibit ‘B’, los demandantes, que estaban asistidos entonces de su abogado Don Agustín P. Seva, retiraron sus respectivas reclamaciones así como las pruebas que ya habían practicado ante el Juez Arbitro en apoyo de sus citadas reclamaciones, dando así lugar a que

los citados lotes se adjudicaran a nombre del citado demandado, librándose después a su favor los correspondientes decretos y títulos y estos últimos estuvieron largo tiempo en poder del tesorero municipal de Isabela sin que los recogiera el citado demandado.

"Después de hechas muchas gestiones, pues hubo necesidad de que se dictara una ley autorizando a los municipios para cambiar los nombres de las calles que se hallen dentro de sus respectivos términos jurisdiccionales, se dictó por el Concejo Municipal de Isabela una resolución ordenando el cambio de los nombres de las calles ya citadas y una vez aprobada dicha resolución por la Honorable Junta Provincial de Negros Occidental, se procedió al cambio mediante orden ejecutiva del Presidente de dicho municipio en febrero de 1934.

"El demandado por primera vez cumplió en parte con el convenio arriba mencionado, otorgando en los meses de mayo y junio de 1928 los Exhíbits D, E, F, G, H e I a favor de los reclamantes mencionados en los mismos, donándoles los lotes que las correspondían, y por virtud de dichas escrituras los reclamantes favorecidos consiguieron el traspaso del título de dichos lotes a su favor en el Registro de la Propiedad de esta provincia. Los otros reclamantes siguieron el ejemplo y fueron a verse con el citado demandado para pedir que se les cediera también los lotes que cada uno de ellos reclamaba, y éste les indicó que mandaran preparar la escritura correspondiente al abogado Don Hugo P. Rodríguez que había estado representando al citado demandado José Yulo y Regalado en vida en esta causa, y a su muerte lo ha sido también y hasta ahora lo es de sus herederos, pero dicho demandado no quiso firmar las tales escrituras hasta que pasó a mejor vida, alegando que los demandantes se habían portado ingratos para con él, ingratitud que según estos últimos declararon consistió en que ellos no favorecieron a un candidato del demandado en una de las elecciones pasadas.

"Los demandantes entablaron la presente acción para obligar al demandado o a sus herederos a respetar el convenio habido entre ellos y el citado demandado y a otorgar las escrituras correspondientes de donación de sus respectivos lotes.

"La representación del citado demandado o sus herederos invoca como primera defensa la prescripción que no ha sido interrumpida, según dicho representación, por el otorgamiento de los Exhíbits B al I, además de otras defensa basadas en tecnicismos que sería prolijo enumerar, precisamente porque, a juicio del Juzgado, es innecesario hacer pronunciamientos sobre las cuestiones así suscitadas por la defensa para los fines de esta decisión."

A continuación hizo las siguientes consideraciones:

"Sin tener en cuenta para nada los méritos de las alegaciones y pruebas aportadas por los demandantes de que con anterioridad a la medición catastral y a la vista de los lotes mencionados en la demanda ellos eran los dueños y poseedores de los mismos, pues de hecho continúan poseyéndolos, habiendo pagado desde el comienzo las contribuciones territoriales correspondientes; y sin tener tampoco en cuenta el valor de los decretos y certificados de título expedidos a favor del demandado que logró adquirirlos en virtud de la retirada de las reclamaciones de los demandantes, así como de las pruebas por ellos practicadas en virtud de la promesa del demandado de cederles o donarles dicho lotes tan pronto se cumpliera la condición de que ya se ha hecho mérito arriba, el juzgado es de opinión que

el demandando se ha constituido en un mero depositario de dichos títulos adjudicados a él con la obligación expresa de cederlos a sus respectivos dueños tan pronto se consiguiese la realización de la condición impuesta por él y aceptada por éstos, y cuando existe un depósito con carácter fiduciario, no cabe la prescripción, pues tenemos varias decisiones de la Honorable Corte Suprema de Filipinas en que se ha sentado la doctrina que el derecho de los beneficiarios que por confianza permitieron a uno a modo de depositario, que adquiriese el título de un terreno con la obligación de traspasarlo a ellos nunca prescribe a favor del que de este modo llega a adquirir el título en virtud del depósito con carácter fiduciario.

“Pues sería altamente injusto, ilegal y constituiría un despojo ináudito que unos pobres labriegos fueran desposeídos de terrenos heredados de sus causantes que los adquirieron por desmonte, roturación en o con el producto de su trabajo y del sudor de su frente, solamente porque tuvieron confianza en la persona del demandado que, a juicio de ellos, era digno de ella, confianza respaldada por el convenio habido entre ellos y el citado demandado en presencia del Juzgado, y en virtud del cual retiraron sus reclamaciones, en la inteligencia de que se les cedería los terrenos que reclamaban sin necesidad de un pleito si se cumplía la condición que el demandado les impuso, si se permite ahora al demandado, por medio de tecnicismos quedarse con los terrenos adjudicados a su favor y de que serían privados sus actuales poseedores, cuando al juzgado le consta que a dichos poseedores no se les dió oportunidad de probar sus reclamaciones mediante la promesa de una cesión o donación a su favor.

“Es verdad que aparentemente toda acción que tuviesen los demandantes de reclamar la propiedad de los citados lotes que hasta ahora continúan ocupando en concepto de dueños en virtud de las disposiciones claras de la ley del Registro de Propiedad ha prescrito si se diera valor a la defensa fundada exclusivamente en tecnicismos que el demandado interpone en su informe, pero el Juzgado cree que esas defensas no tienen aplicación alguna al presente caso que cae perfectamente dentro de lo que en derecho americano se llama “Trust.”

“Aun suponiendo que los reclamantes no tenían derecho a ser declarados dueños de los lotes en controversia, el demandado no puede ahora alegar esa falta de derecho para dejar de cumplir el compromiso contraído por él que se ha constituido en un mero depositario del título que adquiriera sobre dichos lotes.

‘An agreement entered into upon a supposition of a right or of a doubtful right though it afterwards comes out that the right was on the other side, shall be binding, and the right shall not prevail against the agreement of the parties; for the right must always be on one side or the other, and therefore the compromise or a doubtful right is a sufficient foundation for an agreement.

‘*Stapleton vs. Stapleton*, 1 Atl., 2; *Bishop, Cont.*, S., 27; *Ronayman vs. Jarves*; 79 III., s 19; *Parker vs. Runslow*, 102 III., 272; 40 Am. Rep., 558; *McKinley vs. Watkins*, 13, III., 140; *Pool vs. Becker*, 92 III., 601; *Wray vs. Chandler*, 64 Ind., 154; *United States Mortg. Co. vs. Henderson*, 111 Ind., 24; *Jones vs. Hittenhouse*, 67 Ind., 348.

“En su consecuencia, el Juzgado dicta sentencia ordenando al demandado o a los herederos de éste a otorgar a favor de todos y cada uno de los demandantes una escritura de cesión

de los lotes que cada uno de ellos reclama, con las costas al demandado.”

Se arguye, en primer término, en esta apelación que el Exhíbit B, es una prueba incompetente por no estar certificado ni por el Escribano ni por el Juez. Dicho Exhíbit es como sigue:

“EXHÍBIT B

“ESTADOS UNIDOS DE AMÉRICA

“ISLAS FILIPINAS

EN EL JUZGADO DE PRIMERA INSTANCIA DE NEGROS OCCIDENTAL
VIGÉSIMO SEGUNDO DISTRITO JUDICIAL

[Expediente No. 11, G. L. R. O. Record No. 100, Catastro de Isabela,
Lote No. 109]

EL DIRECTOR DE TERRENOS, *contra* TOMÁS ABANIEL Y OTROS.

“En una sesión del Juzgado de Primera Instancia de Bacolod, Negros Occ. celebrada el día 3 de diciembre de 1917, a las 8:00 a.m.

Presentes	{ El Hon. Norberto Romualdez, Juez del Vigésimo Segundo Distrito Judicial
Comparecencias ...	{ El Escribano Sr. Mariano Cuadra de dicho Juzgado
	{ El Taquígrafo Oficial Lorenzo Tanjuaquiao
	{ El abogado Sr. Agustín P. Seva, por los opositores; y
	{ El abogado Sr. Serafín P. Hilado, por los reclamantes.

“Llamada a vista el lote arriba numerado, tuvieron lugar las siguientes actuaciones:

“El Sr. Pablo García de Isabela, manifestó que él ha hablado con todos y cada uno de los concejales de Isabela, y que ellos se han comprometido a aprobar una resolución de poner el nombre del Sr. Teodoro Yulo a la calle Zamora y el de Gregoria Regalado a la calle Quenon, ambas calles del casco de la población de Isabela.

“En vista de estas manifestaciones del abogado de los reclamantes de los cuarenta y tantos lotes, poco más o menos, situados en dichas calles y controvertido entre el Sr. Yulo y los ocupantes de dichos lotes, el Sr. José Yulo, representado por el Dr. Mariano Yulo, se compromete a donar estas parcelas de terreno a los reclamantes tan pronto como se apruebe una resolución por la Junta Municipal de Isabela y aprobada debidamente por la Junta Provincial, a poner los nombres de Teodoro Yulo y Gregoria Regalado a las calles arriba mencionadas; Entendiéndose que si algún Concejo Municipal posterior resolviese cambiar de nuevo los nombres de dichas calles y que esta última resolución llegase a ponerse en práctica, entonces la propiedad que rige a cada uno de los lotes a que aquí se hacen referencia, revertirá al donante. Teniendo en cuenta todas estas manifestaciones, el abogado de los reclamantes renuncia presentar sus pruebas.

“El abogado de los opositores, en vista de este arreglo, hace constar que retira todas las pruebas practicadas por sus representados ante Juez árbitro de Isabela sobre los lotes a que dicha transacción se refiera.

“Conviene hacer la aclaración de que el compromiso del Sr. Yulo es el de hacer una donación de todos y cada uno de éstos lotes a sus actuales ocupantes, no necesariamente por toda la extensión del lote, si no de aquella parte que él determinará ulteriormente, y que al hacerlo así, se obliga a no destruir edificios ni siembras de los ocupantes de esos lotes. Entendiéndose que en caso de disminución, esta tendrá lugar no

precisamente al frente de los lotes que miran a la calle Zamora si no al lado contrario al Sur.

"Certifico:

"Que lo que precede en transcripción fiel y exacta de las notas taquigraficas tomadas por mí durante la sesión arriba mencionada.

"Bacolod, Negros Occidental, enero 4 de 1918.

"LORENZO TANJUAQUIAO

"*Taquigrafo Oficial*"

Habiéndose presentado dicha prueba ante el mismo Juzgado que vió el Catastro de Isabela, y ante quien tuvo lugar lo que consta en el Exhíbit B, somos de opinión que dicha certificación era innecesaria, puesto que el Juzgado podía tomar conocimiento judicial del contenido del citado documento.

También se alega que no constituyendo dicho Exhíbit B un contrato firmado por la parte demandada no puede presentarse como prueba en virtud de la ley de fraudes y no puede probarse su contenido mediante prueba oral. Entendemos que la ley de Fraudes solamente es aplicable a los contratos ratos y no a los consumados, como son parcialmente los celebrados en Corte abierta y en virtud de los cuales José Yulo y Regalado obtuvo el título de los lotes correspondientes a los demandantes, pues éstos son los que los poseen y siempre los han poseído. Cuando se trata de probar un fraude, la prueba oral es admisible. (*Yacapin versus Neri*, 40 Phil., 61.) Habiendo los demandantes retirado su oposición en el expediente catastral en virtud de la promesa hecha por el demandado en Corte abierta, éste está ahora en estoppel para negar la existencia de dicho convenio.

En cuanto a la prescripción de la acción de los demandantes, creemos que el Juzgado inferior estuvo acertado al concluir que el título de los referidos lotes había sido expedido a nombre del demandado en su concepto de fideicomisario y, por lo tanto, que él está obligado a traspasar los mismos a favor de aquellos, en cualquier tiempo. Este caso es parecido al asunto de Bantigui *versus* Platon, R. G. No. 31317. Allí los opositores retiraron su oposición en vista, según el Juzgado, de las pruebas de la parte solicitante. Más tarde, sin embargo, presentaron una demanda para obligar al solicitante a que traspase ciertas porciones del terreno decretado a su favor, habiendo declarado en la vista el abogado de los opositores de que la oposición fué retirada por la promesa del solicitante de traspasar después las porciones reclamadas por los opositores. El Juzgado accedió a lo pedido en la demanda, y dicha decisión fué confirmada la Corte Suprema.

En méritos de todo lo expuesto, y no hallando ningún error de hecho ni de derecho en la decisión apelada, la confirmamos en todas sus partes con las costas a la apelante."

The foregoing discloses that the respondents, the plaintiffs in civil case No. 6088 of the Court of First Instance of Occidental Negros and the appellees in CA-G. R. No. 5700 of the Court of Appeals, filed answers in the cadastral case No. 11, G. L. R. O. cadastral record No. 100, claiming lots as their property and began to present evidence before a referee appointed by the court in support of their respective claims. Upon the assurance and promise made in open court by Dr. Mariano Yulo, who

represented the late predecessor-in-interest of the petitioners in the cadastral case, the defendant in civil case No. 6088 and the appellant in CA-G. R. No. 5700, that, after the change of Zamora and Quenon streets of the municipality of Isabela, province of Occidental Negros, into T. Yulo and G. Regalado streets, respectively, the names of the deceased parents of the defendant Jose Yulo y Regalado, the latter would convey and assign the lots to the claimants, the herein respondents withdrew their claims, and the cadastral court confirmed the title to the lots and decreed their registration in the name of the defendant Jose Yulo y Regalado. In other words, the plaintiffs and appellees in the courts below and now respondents asserted title to each lot claimed by them and began to present evidence to prove title thereto in the cadastral case, but because of the promise referred to made in open court by the representative of the defendant-appellant, the predecessor-in-interest of the petitioners, the respondents withdrew their claims relying upon such promise. That finding is of fact and cannot be reviewed this Court.¹ It does not appear— it is not even hinted—that the admission as evidence of the copy of the transcript of the stenographic notes taken by the official stenographer, upon which that finding is predicated, was objected to by the predecessor-in-interest of the petitioners. The original transcript was part of the record of the cadastral case and the trial court admitted it as evidence and based the judgment rendered in the case upon it. The fact that the copy of the transcript (Exhibit B) attached to the record of this case is not certified or authenticated by the clerk of court who is the legal keeper thereof is no reason for disregarding it as evidence, for the original transcript attached to the record of the cadastral case must have been read and taken into consideration by the judge of the trial court. At any rate, there having been no objection to the admission of the unauthenticated copy of the transcript, the question of its admissibility cannot now be raised. The uncontroverted and undisputed finding of the trial court, confirmed by the Court of Appeals, that the predecessor-in-interest of the petitioners had complied with the promise by executing deeds of donation or assignment to some of the claimants, as shown in or by Exhibits D, E, F, G, H, and I, is a strong proof or corroboration of the truth or authenticity of the contents of the unauthenticated copy of the transcript of the stenographic notes referred to marked Exhibit B. In these circumstances, its probative value cannot be disregarded much less assailed.

¹ *Filipinas Compañía de Seguros vs. Tan Chuaco*, G.R. No. L-1559, 31 January 1950, and cases cited therein.

Counsel asserts that a trustee does not have title to the property which is the subject of the trust, because title to such property is vested in the *cestui que trust*. Hence—he argues—if the predecessor-in-interest of the petitioners was a trustee, he or his successors-in-interest could not and cannot be compelled in an action for specific performance to convey or assign the property—the subject of the trust—because in an action for specific performance—counsel contends—the party to be compelled to perform is the owner or has the title to the property sought to be conveyed or assigned.

The juridical concept of a trust, which in a broad sense involves, arises from, or is the result of, a fiduciary relation between the trustee and the *cestui que trust* as regards certain property—real, personal, funds or money, or choses in action—must not be confused with an action for specific performance. When the claim to the lots in the cadastral case was withdrawn by the respondents relying upon the assurance and promise made in open court by Dr. Mariano Yulo in behalf of Jose Yulo y Regalado, the predecessor-in-interest of the petitioners, a trust or a fiduciary relation between them arose, or resulted therefrom, or was created thereby. The trustee cannot invoke the statute of limitations to bar the action and defeat the right of the *cestuis que trustent*. If the pretense of counsel for the petitioners that the promise above adverted to cannot prevail over the final decree of the cadastral court holding the predecessor-in-interest of the petitioners to be the owner of the lots claimed by the respondents were to be sustained and upheld, then actions to compel a party to assign or convey the undivided share in a parcel of land registered in his name to his co-owner or co-heir could no longer be brought and could no longer succeed and prosper.

It is contended that lot 224 was claimed in the cadastral case by the predecessor-in-interest of the petitioners alone, and not as adjudged in this case by the trial court and confirmed by the Court of Appeals that it was also claimed by one of the respondents, one of the plaintiffs in the court below. This also is a question of fact which cannot be reviewed in these proceedings.

The judgment under review is affirmed, with costs against the petitioners.

Moran, C. J., Ozaeta, Pablo, Bengzon, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

Judgment affirmed.

[No. L-2320. Febrero 22, 1950]

EL PUEBLO DE FILIPINAS, querellante y apelado, *contra*
GERARDO VILLANUEVA, acusado y apelante

DERECHO PENAL; TRAICIÓN; AYUDA HECHA POR EL ACUSADO AL ENEMIGO.—Las pruebas en este asunto claramente demuestran que el acusado con gusto ayudaba a los soldados japoneses en maltratar a los que habían proporcionado alimento a las guerrillas, sabiendo que, como Filipino, debía lealtad a la causa de resistencia que sostenían las guerrillas, *se declara*: Que él ha cometido el crimen de traición.

APELACIÓN contra una sentencia del Tribunal del Pueblo.

Los hechos aparecen relacionados en la decisión del Tribunal.

D. Joaquín V. González en representación del apelante.
El Procurador General Sr. Félix Bautista Angelo y el *Procurador Sr. Augusto M. Luciano* en representación del Gobierno.

PABLO, M.:

Contra la condena de reclusión perpetua con las accesorias, multa de ₱10,000 y las costas, impuesta por el Tribunal del Pueblo, el acusado apeló.

En la madrugada del 3 de Diciembre de 1944, el acusado Gerardo Villanueva y varios soldados japoneses con bayoneta calada cogieron a Catalino Dacoco en su casa en Inabaan, Rosario, La Unión, por ser miembro de la guerrilla. Le ataron las manos por detrás, y con él fueron a la casa de Modesto García en el mismo barrio. Arrestaron a dicho Modesto, a sus hijos Onofre y Marcelina y a su yerno, Marmerto Galiste, por haber suministrado alimentos a las guerrillas; se les ató las manos por detrás, y después se les maltrató, dándoles bofetadas y puntapiés. El acusado mientras maltrataba a Modesto decía: "Porque has suministrado alimento a las guerrillas, toda tu familia morirá. Ya te dije antes que si hay guerrillas tienes que darme cuenta." Por los maltratos, Modesto cayó al suelo inconsciente. Al recobrar su sentido, le llevaron a las colinas, y media hora después a los cuatro restantes. Después de tres horas de estar detenida en las colinas, Marcelina fue llevada al barrio Saitan y por la tarde, puesta en libertad. Pero antes de salir de las colinas vió a su padre Modesto con sangre y agonizando. Por los maltratos, Modesto García falleció en las colinas; aunque no consta quién le mató. Entre las varias personas arrestadas, Marcelina reconoció a Juana Dacanay, Julio Ducusin, Manuel Balceta, Catalino Dacoco, Islao Jucar y Manuel García. Catalino Dacoco fue detenido en la cárcel por trece días. Antes de su fuga, Onofre García vió al acusado maltratar a su padre Modesto y fue la última vez que le vió.

El acusado, en defensa, admite que estaba con los soldados japoneses que estuvieron arrestando varias personas en el barrio Inabaan el 3 de Diciembre; que habia visto que Modesto García fue muerto; que varias personas habían sido maltratadas, pero alega que no tuvo ninguna participación y que si estaba con los japoneses fue por fuerza irresistible; que durante los maltratos él estaba solamente viendo lo que hacían los japoneses; que si acompañó a los soldados japoneses fue por la amenaza de que si no iba con ellos, toda su familia sería muerta.

Los testigos de la acusación declararon respectivamente:

"CATALINO DACOCO:

"Q. I mean who tied Garcia—who was the person who tied him?—A. Gerardo.

"Q. Do you know what happened to these persons you mentioned? (Julio Ducusin, Estanislao Jucar, Ricardo Dacanay, Faustino Labugan y Manuel Balcita.)—A. Yes, sir.

"Q. What happened?—A. They were tied, tied by the back.

"Q. By whom?—A. By the Japanese and Gerardo."

"ONOFRE GARCIA:

"Q. Do you know who was the person who tied you?—A. Gerardo Villanueva.

"Q. Do you know why you were tied?—A. Yes, sir, because he told me I had been feeding some guerrillas which is true.

"Q. Who took your father?—A. A Japanese and one Gerardo Villanueva.

"Q. Who tied your father, Modesto Garcia?—A. Gerardo.

"Q. After your father has been tied did you hear statements from the three, two Filipinos and the Japanese?—A. What I only heard was that: You will all die, the whole family.

"Q. Who uttered those words, do you remember?—A. It was Gerardo."

"MARCELINA GARCIA:

"Q. You said that your father was taken to the hills. Who conducted him to the hills and who took him to the hills?—A. A Japanese and Gerardo Villanueva.

"Q. Did Gerardo Villanueva tie your father at once or what is his attitude towards your father?—A. When my father was downstairs, that was the time when he tied him.

"Q. When they brought up your father up to the hills, who was holding your father then?—A. It was a Japanese and Gerardo Villanueva who was holding the arm of my father."

Faustino Labugan, Ricardo Dacanay y Tomás Ducusin declararon en el mismo sentido.

No es verdad, pues, que el acusado no hizo nada en el arresto y maltrato de varias personas en el barrio de Inabaan. Al contrario, las pruebas claramente demuestran que el acusado con gusto ayudaba a los soldados japoneses en maltratar a los que habían proporcionado alimento a las guerrillas, sabiendo que, como Filipino, debía lealtad a la causa de resistencia que sostenían las guerrillas.

Estando ajustada a derecho y a las pruebas la sentencia apelada, la confirmamos con costas.

Moran, Pres., Ozaeta, Parás, Bengzon, Padilla, Tuason, Montemayor, Reyes y Torres, MM., están conformes.

Se confirma la sentencia.

[Nos. L-2391 and L-2392. February 22, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. DIONISIO DIZON Y GUEVARRA ET AL., defendants.
HERNANDO DE CASTRO Y BURGOS, appellant.

CRIMINAL LAW; ROBBERY WITH VIOLENCE OR INTIMIDATION; PENALTY UNDER ARTICLE 294, No. 5, PRESENCE OF ONE AGGRAVATING AND MITIGATING CIRCUMSTANCES; INDETERMINATE SENTENCE LAW.—With the presence of the aggravating circumstance of recidivism offset by the mitigating circumstance of appellant's plea of guilty, in a crime of robbery with violence or intimidation, the minimum penalty to be imposed upon the accused, under article 294, No. 5 as amended, and rules 1 and 4, article 64 of the Revised Penal Code, and the Indeterminate Sentence Law, should not be less than 4 months and 1 day of *arresto mayor* nor more than 4 years and 2 months of *prisión correccional*, and the maximum, not less than 6 years and 1 day nor more than 8 years or *prisión mayor*.

APPEAL from a judgment of the Court of First Instance of Manila. Amparo, J.

The facts are stated in the opinion of the court.

Filemon R. Enrile for appellant.

Solicitor General Felix Bautista Angelo and *Assistant Solicitor General Ruperto Kapunan, Jr.* for appellee.

TUASON, J.:

In these two cases the accused pleaded guilty after withdrawing a previous plea of not guilty. Under the circumstances the only question to be determined, as both parties agree, concerns the correctness of the punishment imposed by the trial court; all the material facts alleged in the information are deemed admitted. The accused in each case was sentenced to an indeterminate penalty of from 4 months and 1 day of *arresto mayor* to 4 years, 2 months and 1 day of *prisión correccional*, to indemnify the offended party in case No. 5575 in the amount of ₱35 and the offended party in case No. 5576 in the amount of ₱4, with the corresponding subsidiary imprisonment in case of insolvency, and to pay the costs.

The informations are as follows:

"Criminal Case No. 5575

"That on or about the 30th day of January, 1948, in the City of Manila, Philippines, the said accused, conspiring and confederating together and mutually helping one another, did then and there wilfully, unlawfully and feloniously, with intent of gain and by means of force and intimidation, to wit: by pointing a pistol at one Adriano Perlado and threatening to shoot him should he offer any resistance, or shout for help, took, stole and carried away against the will of the said Adriano Perlado, a 'Gruen' wrist watch, valued at ₱400, and 1 Parker '51' fountain pen, valued at ₱35, belonging to him, to his damage and prejudice in the total amount of ₱435, Philippine currency.

"That the accused Hernando de Castro y Burgos is a recidivist, he having been previously convicted by final judgment of competent court for the crime of theft."

"Criminal Case No. 5576"

"That on or about the 30th day of January, 1948, in the City of Manila, Philippines, the said accused, conspiring and confederating together and mutually helping one another did then and there wilfully, unlawfully and feloniously, with intent of gain and by means of force and intimidation, to wit: by pointing a pistol at one Bienvenido Rosete and threatening to shoot him should he offer any resistance or, shout for help, took, stole and carried away against the will of the said Bienvenido Rosete, 1 'Harman' wrist watch, valued at P80, and 1 'Universal' fountain pen, valued at P4, belonging to him, to his damage and prejudice in the total amount of P84, Philippine currency.

"That the accused Hernando de Castro y Burgos is a recidivist, he having been previously convicted by final judgment of competent court for the crime of theft."

Counsel for the defendant believes that the appropriate penalty in each case is 4 months and 1 day of *arresto mayor* as minimum and 6 years, 1 month and 11 days of *prisión mayor* as maximum.

The penalty prescribed by article 294, No. 5, of the Revised Penal Code as amended by section 6 of Republic Act No. 18 is *prisión correccional* in its maximum period to *prisión mayor* in its medium period. Since the aggravating circumstance of recidivism charged in the information is offset by appellant's plea of guilty, the prescribed penalty, following the provision of rules 1 and 4 of article 64 of the Revised Penal Code, should be imposed in its medium period, that is, from 6 years and 1 day to 8 years.

In accordance with section 1 of the Indeterminate Sentence Law (Act No. 4103), as amended by Act No. 4225, the minimum penalty should not be less than 4 months and 1 day of *arresto mayor* nor more than 4 years and 2 months of *prisión correccional*, and the maximum, not less than 6 years and 1 day nor more than 8 years of *prisión mayor*. The minimum penalty imposed in each case is correct but the maximum of 4 years, 2 months and 1 day is below the range.

Wherefore, the appellant is sentenced in each case to 4 months and 1 day of *arresto mayor* as minimum and 6 years and 1 day of *prisión mayor* as maximum. There is an obvious typographical or inadvertent error in the judgment with regard to the indemnity in case No. 5576. Instead of P4, the figure should be P84, which is the true value of the articles robbed, according to the information.

With these modifications, the judgment appealed from is affirmed with costs of this instance against the appellant.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Judgment modified.

[No. L-2406. February 22, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
JUANITO NAPILI, defendant and appellant

CRIMINAL LAW; ROBBERY WITH RAPE; EVIDENCE; ESTABLISHED IDENTITY OF ACCUSED; EFFECT ON ALIBI AS A DEFENSE.—Under the facts proved in this case, it is clearly shown that appellant's defense of alibi is incredible. His identity, as one of the perpetrators of the crime, established by the offended parties, is so clear and positive that his alibi is rejected.

APPEAL from a judgment of the Court of First Instance of Sorsogon. De Venecia, J.

The facts are stated in the opinion of the court.

Marcial G. Natividad for appellant.

Assistant Solicitor General Inocencio Rosal and *Solicitor Augusto M. Luciano* for appellee.

TORRES, J.:

This case is before us by appeal from the judgment rendered by the Court of First Instance of Sorsogon which found Juanito Napili guilty of robbery with rape and Crisostomo Napili of rape. Upon an information which charged them with robbery in band with rape, said court sentenced Juanito Napili to an indeterminate penalty ranging from a minimum of 8 years and 1 day of *prisión mayor* to a maximum of 14 years, 8 months and 1 day of *reclusión temporal*, with the accessories of the law, to indemnify Salud Levantino in the sum of ₱500, to acknowledge and maintain the offspring, should there be any, and to pay his share of the costs; and likewise sentenced Crisostomo Napili to an indeterminate penalty of from 4 months of *arresto mayor* to 3 years, 8 months and 1 day of *prisión correccional*, with the accessories of the law. Both defendants were likewise sentenced to indemnify, jointly and severally, the offended parties Pedro Levantino and the members of his family in the sum of ₱653.85 and in case of insolvency on the part of Crisostomo Napili to undergo the corresponding subsidiary imprisonment, and also pay his share of the costs.

The information accused Raymundo Trifolca, Silvino Peñarubia, Juanito Napili, Crisostomo Napili, Gabino Napili, Basilio Napili and Dioscoro Llanillo of the crime charged, in that on the 24th day of May, 1946 in the municipality of Magallanes, Province of Sorsogon, said accused armed with rifles, revolvers and bolos, entered the house of Pedro Levantino and with intent to gain through violence and intimidation, by binding the hands of Pedro Levantino and the other occupants of the house, namely, Salud Levantino, Emilia Levantino, Flora Levantino, Roger Levantino, Jaime Grutas, boxing and kicking them, took

and carried away personal property consisting of wearing apparel, pieces of jewelry, a flashlight and a bolo and cash, all totalling ₱653.85, belonging to Pedro Levantino and his family, and that by using force and threat to kill, some of the accused had sexual intercourse with Salud Levantino, Flora Levantino and Lory Levantino against their will.

At the hearing and on motion of the prosecution, the court dismissed the case against Raymundo Trifolca, because the latter escaped from his guards when he was being conducted from the insular penitentiary in Muntinlupa, Rizal, to Sorsogon for trial, and has not been recaptured. Two other accused, Silvino Peñarubia and Dioscoro Llanillo, have never been arrested and are still at large, and finally, after the submission of the evidence for the prosecution, the fiscal moved that the charge against Gabino Napili and Basilio Napili be dismissed on account of the insufficiency of the evidence. The court granted said petition. There were, therefore, only two accused, Juanito Napili and Crisostomo Napili, who have been found guilty of the charge and sentenced as already stated. Of these two, only Juanito Napili has appealed.

From our survey of the evidence we find that after dark, or around seven o'clock in the evening of May 24, 1946, several armed persons called at the house of Pedro Levantino in the barrio of Pawik, municipality of Magallanes, Sorsogon and from a distance one of them shouted that they wanted to buy cigarettes. Pedro Levantino, without suspecting that those persons were up to some mischief, opened the kitchen of his house and met his callers to deliver the cigarettes. One member of the group, on the pretext that he wanted some water to drink, went up the house followed by his companions. Once inside, the intruders ordered Levantino to raise his hands and then brought him to the parlor, blindfolded him and bound his hands behind his back. The accused proceeded immediately to ransack the place by opening trunks and other furniture from which they got the personal properties described and enumerated in the information, the value of which has been estimated, without objection from the defense, at ₱653.85.

While members of the gang were ransacking the house, Salud Levantino, Flora Levantino, Roger Levantino and Emilia Levantino, children of Pedro Levantino, and one Jaime Grutas who was a helper of Pedro Levantino in his copra business, arrived from a neighboring barrio where they attended a *Santa Cruz de Mayo* celebration. Entirely unaware of what was going on in their home, they entered the house to be met by the robbers who ordered them to raise their hands. The hands of Salud, Flora and Emilia were immediately bound and, together

with another sister, Lory Levantino, who did not attend the celebration of the *Santa Cruz de Mayo*, they were herded into a room and with a rope were bound to a bed. In the meantime, Pedro Levantino was brought down from the house and taken to a shack in the yard where he was kept under guard. Jaime Grutas was also directed to come down to the ground floor and there kept isolated from the rest. The girls, Salud, Flora and Lory, were then ordered to the ground floor and by means of force and intimidation individually ravished, with this appellant, Juanito Napili, taking charge and raping Salud Levantino. Flora Levantino, as the result of the brutal outrage committed on her by one of the robbers, became pregnant and subsequently gave birth to a child.

After satisfying their lewd desires, the accused, including this appellant, left the scene of their crime carrying away with them their loot in a sack. While the robbery and ravaging of the girls were being perpetrated, the victims were able to recognize only Juanito Napili, this appellant, and Crisostomo Napili. Juanito Napili was identified not only by Salud Levantino but also by Lory Levantino; and Crisostomo, by virtue of the fact that he was previously known to the Levantino family and was identified as one of the robbers by Jaime Grutas, Salud Levantino and Pedro Levantino.

The defense did not deny that in the evening of May 24, 1946 the house of Pedro Levantino in the barrio of Pawik, Magallanes, Sorsogon, was visited by a gang of men who took away by force and intimidation cash and personal belongings of Levantino and his family. It also admitted that some members of the gang raped Salud, Lory and Flora Levantino. Counsel for appellant in this instance questions, however, the finding of the lower court regarding the identification of Juanito Napili as one of the robbers who raped Salud Levantino, by contending that it has not been sufficiently established by the prosecution. Counsel likewise insists that the lower court should have favorably considered the alibi alleged by his client.

On the witness stand, Salud Levantino, one of the victims of the outrage, without hesitation identified Juanito Napili as the robber who raped her that night. She said that appellant brought her down to the ground floor and by threatening her with a dagger was able to have carnal knowledge of her. She stated that she did not forget his features and his face on the night in question. That he is thin, with curly hair and of small structure. Upon the arrest of Crisostomo, Basilio and Juanito Napili, the chief of police of Magallanes, requested her to point out among the three persons lined up before her, the one who had raped her, and she pointed out the appellant. According to the offended party there was moonlight on the evening

in question which helped her to identify the appellant. Moreover, according to the evidence, although the leader of the gang had ordered Pedro Levantino to put out the light in the house, one of the malefactors was using quite frequently a flashlight, the glare of which helped Salud Levantino in the identification of this appellant.

The other victim, Lory Levantino, corroborating her sister, testified that Salud Levantino was brought down to the ground floor by appellant and there she was ravished by Juanito Napili. Salud and Lory frankly stated that they were not able to identify the other accused, but they were positive as to their identification of this appellant.

So much for this point. As regards the alleged alibi of appellant, the latter would make the court believe that, at the time of the commission of the crime, he was in the municipality of Castilla, of the Province of Sorsogon, sawing logs in the homestead of Melecio Llanillo and that, therefore, it was physically impossible for him to have been in the scene of the crime, in the municipality of Magallanes, at the time of its commission.

As properly remarked by the lower court, the municipality of Castilla is separated from that of Magallanes by the Sorsogon Bay, which is a rather small body of water which can be crossed in a few hours ride by boat from Castilla to Magallanes and vice-versa. Granting that Juanito Napili was employed in the homestead of Melecio Llanillo in the municipality of Castilla, the trial judge said that it was not physically impossible for him to have crossed the bay of Sorsogon, joined his confederates in the commission of the complex crime charged and of which he was convicted, and afterwards returned to Castilla by crossing the bay of Sorsogon. Paulino Dondonilla, who was put on the witness stand by the defense to prove the alleged alibi of Juanito Napili, testified that he was present when this appellant was arrested by the military police, and yet he kept silent and withheld from the officers of the law the supposed presence in Castilla of Juanito Napili precisely at the time when the house of Pedro Levantino was being robbed by a gang of malefactors of which Napili was identified as one of its active members. We are, therefore, satisfied that the evidence presented by appellant to prove his alibi is incredible (*People vs. Badilla*, 48 Phil., 718) and his identification by the offended parties being so clear and positive his alibi is rejected. (*People vs. Palamos*, 49 Phil., 601; *People vs. Medina*, 49 Phil., 313.)

Finally, counsel for appellant contends that the latter was wrongly convicted of the complex crime of robbery with rape because there is no specific allegation contained in the information, regarding the commission of the crime of rape, but the wording of the last paragraph of the

information is so manifestly clear that we are convinced that the lower court did not err in convicting this appellant of said complex crime. The information says in part:

"* * * and then two of the said accused did then and there wilfully, unlawfully and feloniously by use of force and threat to kill, have sexual intercourse with said Salud Levantino, Flor Levantino and Lory Levantino against their will."

We shall now turn our attention to the circumstances which accompanied the commission of the offense. Those are (1) the aggravating circumstance of night-time (art. 14, par. 6, Rev. Penal Code), for the record shows that it was already dark when the robbers intruded in the house of Pedro Levantino, so much so that one of the members of the gang was using a flashlight frequently during the ransacking of the house (People *vs.* Aquino, 39 Off. Gaz., No. 74, page 1799); (2) the aggravating circumstance of craft as provided in paragraph 14 of article 14 of the Revised Penal Code, as it has been shown that in order to enter the house of Pedro Levantino, one of the malefactors shouted from the outside that they wanted to buy cigarettes, which induced Pedro Levantino to open the kitchen for them, and that one of them said that they wanted to drink some water which also paved the way for their intrusion in the house of the offended parties (U. S. *vs.* Gampona, 30 Phil., 817; People *vs.* Daos, 60 Phil., 143); and (3) the commission of the offense in the dwelling of the offended parties (People *vs.* Collado, 60 Phil., 610).

Pursuant to paragraph 2 of article 294 of the Revised Penal Code which punishes robbery with violence against or intimidation of persons, "the penalty of *reclusión temporal* in its medium period to *reclusión perpetua*" shall be inflicted upon the culprit, "when the robbery shall have been accompanied by rape * * *." Said penalty is *reclusión temporal* in its medium period to *reclusión perpetua* and consists of three periods the maximum of which is *reclusión perpetua*, and in view of the presence of three aggravating circumstances in the commission by this appellant of the offense of which he is hereby found guilty, without any mitigating circumstance to offset the same, the penalty which is hereby imposed upon him is that of *reclusión perpetua* with the corresponding accessories.

With the above stated modification, and it being understood that appellant shall return to the offended parties the property stolen and in case of failure to do so shall reimburse the value thereof, the judgment appealed from is otherwise affirmed, with costs.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Reyes, JJ., concur.

Judgment modified.

[No. L-2707. February 22, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. YAKANS PAWIN, DAROH, MUCSAN, SARIOAL, AJAK,
HADJULA, JAUKAL, AKONG and ALANO, defendants.
AJAK, HADJULA, JAUKAL, AKONG and ALANO,
appellants.

1. CRIMINAL LAW; ROBBERY WITH MURDER AND PHYSICAL INJURIES; EVIDENCE; TESTIMONY OF CO-ACCUSED WHEN GIVEN FULL WEIGHT.—Although as a rule, the testimony of co-accused in a criminal case should be received with caution, coming as it does from a polluted source, the evidence given by D and P in this case should not be regarded in this category. True, they were originally accused with the appellants but from the evidence submitted, it is shown that they took no part in planning and the commission of the crime and that they had accompanied the accused to the place of the crime only because of force and intimidation.
2. ID.; ID.; PENALTY, IMPOSITION OF; NON-CHRISTIAN INHABITANT; ADMINISTRATIVE CODE OF MINDANAO AND SULU, APPLICATION OF.—In the imposition of penalty to non-Christian inhabitant, it is within the discretion of the trial court to apply the special provision of section 106 of the Administrative Code of Mindanao and Sulu.

APPEAL from a judgment of the Court of First Instance of Zamboanga. Villalobos, J.

The facts are stated in the opinion of the court.

Epifanio V. Jimenez for appellants.

Assistant Solicitor General Francisco Carreon and *Solicitor Jose G. Bautista* for appellee.

MONTEMAYOR, J.:

The five appellants, Yakans Ajak, Hadjula, Jaukal, Akong, and Moro Alano, residents of the island of Basilan, Mindanao, were originally charged with robbery in band with homicide together with four other Yakans named Mucsan and Sarioal (both still at large) and Pawin and Daroh who were later, at the instance of the fiscal, discharged from the complaint and utilized as Government witnesses. After trial, the five appellants were found guilty and sentenced each to *reclusión perpetua* with the accessory penalties provided by law, to indemnify, jointly and severally, the heirs of the deceased Mora Janilah in the sum of ₱2,000, and to pay their proportionate share of the costs. For the purpose of reversing said judgment the case has been brought here on appeal. From a careful review of the record of this case we find the following facts to have been fully established.

In the month of June, 1948, Hatib Miguel lived in sitio Taberlungan, Maluso district, Basilan City, with his wife Janilah, six daughters, a relative named Hakan Asmali who kept a store for Miguel, Mora Puasa and her son Apisa, and a relative of Janilah named Morita Sabehin. At about

8 in the evening of June 8, 1948, Mucsan and Sarioal who are still unapprehended and the five appellants herein, went to the house of Pawin and Daroh to get them to join their party. To insure compliance with the forced invitation, Sarioal and Mucsan held Daroh and Pawin respectively, by the hands, threatening them with death if they did not follow. Because of fear, the two joined the group. Alano and Mucsan were each carrying a Japanese rifle and a kris; Ajak and Sarioal, a barong each; Akong, a kris; Jaukal, a barong and a spear; and Hadjula, a barong. The group proceeded to the house of Hatib Miguel. At a distance of about 10 *brazas* from the house, Alano ordered Pawin and Daroh to sit down near a coconut tree, which they did. Alano went up the house and ordered the inmates to surrender while the others surrounded the building and blocked the door. Janilah opened the door and answered that they would obey the order.

Taking advantage of the opportunity of no longer being guarded, Pawin and Daroh escaped, returned home and later reported the incident to the police. In the meantime, upon the entrance of Alano into the house the inmates became panic stricken. Asmali who had just awakened and who by instinct had gotten hold of his barong was ordered by Alano to lay down his weapon, which he did. Almost immediately however, he jumped down from the house and succeeded in escaping although in the process of making the break through the ring formed by the companions of Alano around the house, he was chased by one of them and boloed on the left arm and on the back. Hatib Miguel also succeeded in fleeing from his house and hid himself not far away.

When Miguel thought that the marauders had already left his house, he cautiously returned to it but found it completely empty of its occupants. In his store he found merchandise scattered all about, and he noticed that certain articles of clothing, packages of cigarettes and a barong, all valued at P100 had been taken away by the robbers. Then he went down the house to look for his family. On a path that leads to the well, he found his wife Janilah dead lying face downward with her left arm completely severed and with a deep wound on the left side of her back cutting the spinal column. About 20 *brazas* away he found his two younger children Daynah and Harija, five and one year old, respectively, crying. The first child bore a wound on her left forearm and another wound on the left hand. Her ring finger was severed while the rest of the fingers were wounded. Harija had a wound on the left leg.

The five appellants, including their co-defendants Mucsan and Sarioal were fully identified by state witnesses Pawin and Daroh as the bandits who forced them to join

their company and later went to the house of Hatib Miguel. Asmali duly recognized appellant Alano because of a lighted lamp when Alano faced him and ordered him to lay down his barong. There is no question that Alano and the members of his gang of marauders are responsible for the robbery, the killing and the infliction of physical injuries in this case. Acting upon the report to the police given by Pawin and Daroh, including the names of the appellants, the police were able to confiscate a kris and a scabbard from Ajak; and a barong from appellant Alano.

The appellants interposed the defense of alibi. Alano claimed that on the day in question (June 8, 1948) he was working with one Alfonso Salcedo in his place in Pangasahan preparing posts for his fence. Apart from the inherently weak defense of alibi, the evidence shows that Pangasahan is only about two hours walk to Taberlungan where Hatib Miguel lived, and that consequently, after 4 o'clock that afternoon when Alano and Salcedo stopped working, the former could easily have walked to Taberlungan, join his gang and then go to the house of Miguel to commit the robbery and the killing, and later return to his place before morning.

As to the other appellants Ajak, Hadjula, Jaukal, and Akong, their claim that they were in the house of Moro Iblang at Canibungan until ten o'clock that night of June 8, was plausibly supported by two witnesses, Iblang and Matumad. After analyzing the testimonies of these witnesses, however, the trial court, in our opinion correctly rejected them as unworthy of credit because of the improbability and unreasonableness of the same. Moreover, it has been shown that the witness Iblang Yakan, was a brother of appellants Jaukal and Akong while the other witness Iman Matumad admitted that he was the protector (Iman) of all the said appellants. Their bias and interest are obvious and understandable.

Although as a rule, the testimony of co-accused in a criminal case should be received with caution, coming as it does from a polluted source, the evidence given by Daroh and Pawin should not be regarded in this category. True, they were originally accused with the appellants herein but from the evidence submitted, we are satisfied that they took no part in planning and the commission of the crime and that they had accompanied the accused to the house of Miguel only because of force and intimidation.

There is also added assurance in the guilt of the appellants herein in the recommendation of appellants' counsel *de officio* who, after studying the case, believes that the findings of fact made by the trial court should not be altered. Said counsel *de officio* obviously acted wisely in asking for confirmation of the decision appealed from, because a strict application of the law, considering the

aggravating circumstances that attended the commission of the crime, would result in the imposition of the extreme penalty of death. This is equally realized by the Office of the Solicitor General when it says that the imposable penalty provided by law is death but that the judgment may be affirmed by applying the special provision of section 106 of the Administrative Code of the Department of Mindanao and Sulu.

In the case of *People vs. Main* (51 Phil. 933), this Court said that the trial court did not commit error in imposing the penalty of *reclusión temporal* to *cadena perpetua* because the accused in that case was a non-Christian inhabitant of Mindanao to whom the provisions of section 106 of the Code already mentioned are applicable, and that it is within the discretion of the trial court to apply the same. Said section 106 provides that "in pronouncing sentence upon a Moro or other non-Christian inhabitants of the Department convicted of crime or misdemeanor, the judge or justice may ignore any minimum penalty provided by law for the offense and may impose such penalty not in excess of the highest penalty provided by law, as, in his opinion, after taking into consideration all the circumstances of the case, including the state of enlightenment of the accused and the degree of moral turpitude which attaches to the offense among his own people, will best subserve the interest of justice." Because of this, we may affirm as we do hereby affirm the imposition of the penalty of *reclusión perpetua* on the appellants. As to the indemnity, it seems that the trial court overlooked the same. Although the evidence shows that the value of the articles taken away by the appellants is ₱100, the information filed in this case only mentions the sum of ₱52.60. The indemnity for the articles taken, to be paid by the appellants should therefore be limited to the amount of ₱52.60. With respect to the indemnity to be paid to the heirs of the deceased, we hereby increase the amount from ₱2,000 to ₱6,000. With these modifications, the decision appealed from is hereby affirmed with costs.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Reyes, and Torres, JJ., concur.

Judgment modified.

[No. L-1778. February 23, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. LEONORA TALLEDO and BUENAVENTURA TIMBREZA,
defendants and appellants.

1. CRIMINAL LAW; MURDER; EVIDENCE; EVIDENCE TO BE BELIEVED MUST BE IN ACCORD WITH COMMON KNOWLEDGE AND EXPERIENCE OF MANKIND.—The version of the accused that the deceased came up the house and tried to rape her; that she shouted for

help and evidently one person came to her aid; that not long after her cry for help, she heard a noise at her door and G evidently hearing the same noise, got up from her bed and went to the door, and that soon thereafter she heard the shot that wounded G and that she jumped down from the house and ran to the house of her uncle Q. T., are all incredible because people do not usually go up other's houses at about 8:30 in the evening to rape women inmates therein, especially, in a neighborhood where the houses are near each other, and much more when there are other people in said houses, because L's mother-in-law was lying down near her that night. There were houses near that of L, and those of her brother and of her uncle were quite near, both within calling distance, but strange to say, despite her alleged desperate cries for help, neither of them responded.

2. ID.; ID.; ID.; DYING DECLARATION; MEANING OF ILOCANO DIALECT "CAS LA CASTA" "MAY BE".—The Ilocano dialect "cas la casta" may be translated into "may be" but it may equally mean "so it seems" or "most probably" or "I believe so." Considering that the declarant was being questioned, apparently by a superior in the social scale, and a Government official at that, we may regard his answer "cas la casta" as a positive belief and assurance but expressed modestly, mildly and courteously by a humble barrio resident to a judicial officer, so much so that when the declarant made his statement, he was conscious of his impending death. Moreover, the fact that the declarant died four hours later, shows that his wound was not only fatal but that he must have been in a critical condition at the time of making the statement, and he was slowly bleeding to death due to the apparently unchecked flow of blood from his wound.
3. ID.; ID.; ID.; SPONTANEOUS STATEMENT MADE BY THE VICTIM TO ANOTHER AS PART OF THE "RES GESTÆ".—The spontaneous statement made by a victim of a shot wound to another who came to his aid in response to his cry for help, describing the person who shot him as one who must have sustained several bolo wounds and implicating the accused as the person who had him shot is admissible as part of the *res gestæ*.
4. ID.; ID.; ID.; EXTRAJUDICIAL CONFESSION AGAINST WHOM ADMISSIBLE.—An extrajudicial admission or confession is admissible only against the one making it.

APPEAL from a judgment of the Court of First Instance of Abra. Ceniza, J.

The facts are stated in the opinion of the court.

Virgilio Valera and *Marcelino N. Sayo* for appellants.

Solicitor General Felix Bautista Angelo and *Assistant Solicitor General Inocencio Rosal* for appellee.

MONTEMAYOR, J.:

The Court of First Instance of Abra found the defendants Leonora Talledo and Buenaventura Timbreza guilty of murder and sentenced them both to *reclusión perpetua*, to indemnify, jointly and severally, the heirs of Gregorio Preza in the amount of ₱2,000 with the accessories of the law, and to pay the costs. To reverse the judgment of conviction, the two accused have brought the case here on appeal.

On July 9, 1946, at about 8:30 p. m., Gregorio Preza and Adriano Billen on their way to attend a meeting in the house of the barrio lieutenant of Quimalaba, Dolores, Abra, stopped at the house of Juan Timbreza. Before reaching said house Billen in passing by the house of appellant Leonora, was requested by her to ask Gregorio to come to her house because she wanted to see him. When informed of this desire of Leonora, Gregorio left the house of Juan Timbreza and repaired to Leonora's abode. Upon entering her door he was shot in the stomach by a man who was hiding behind the panel of the door. Gregorio immediately unsheathed the bolo he was carrying and attacked his assailant, hitting him four or five times. His assailant fled from the house; so did Leonora. Gregorio then shouted for help, in response to which, Billen came. He found Gregorio still in the house of Leonora. He asked Billen to help him because according to him Leonora had him shot, at the same time expressing the opinion that his assailant was "if not Alejandro Talledo, Venancio Talledo; if not, the one who was boloed by him." (Testimony of Billen.) From the house of Leonora, Gregorio with the help of Billen was able to walk to and go up the house of his mother-in-law about 150 meters away, where the justice of the peace took from him a written statement (Exhibit F) with its translation (Exhibit F-1) at about midnight. Four hours later, that is to say, at 4 o'clock the following morning he died of his gunshot wound.

In his statement (Exhibit F), Gregorio told the justice of the peace that he supposed that it was Venancio Talledo who shot him but that to be sure, his attacker may be identified by the bolo wounds inflicted on him by Gregorio. He further stated that he maintained amorous relations with Leonora who called him to her house that night; that upon meeting her at the door of her house, she pleaded with him, asking that he pity her and that he should comply with their agreement; that it was then that he was shot from behind the door, after which he attacked his assailant with his bolo.

Acting upon the information contained in this written statement, as well as that given by Billen, the police contacted Venancio Talledo but finding that he bore no wounds, they continued their search until they found the appellant Buenaventura Timbreza who had fresh bolo wounds on his head, arms, and hands and who readily admitted that the wounds were inflicted by Gregorio. He was arrested and during his confinement and investigation, he made written statements (Exhibits H and I) ratified before the justice of the peace of Dolores in which he admitted having fired the shot that killed Gregorio in pursuance of instructions given to him by Leonora who even gave him the gun (paltik) and who

promised him that he would not in any way be implicated in the case; and that she promised to pay him for shooting Gregorio.

When questioned by the police, Leonora made an elaborate statement which she even ratified before the justice of the peace, to the effect that on the night in question, while she was sleeping, the deceased came up to her house, kissed her, seized her hands and pulled her up to her feet and took her to the door where he tried to abuse her; that she wanted to cry out for help but that Gregorio threatened her with his gun; that finding that it was impossible to physically resist the intruder, she adopted another strategy and spoke to him in a gentle and conciliatory manner, caressed him and took hold of his hand that was holding the revolver and succeeded in maneuvering said hand as well as the gun until the end of the barrel pointed to Gregorio's body at which instant, she pressed the trigger and shot him. She further stated that Gregorio had been courting her for about six months and that she rejected his advances because he was a married man.

At the trial however, Leonora claiming that the contents of her statement were false and had merely been taught her by the chief of police, told a different story, namely, that the deceased came up the house and tried to rape her; that she shouted for help and evidently one person came to her aid; that not long after her cry for help, she heard a noise at her door and Gregorio evidently hearing the same noise, got up from her bed and went to the door, and that soon thereafter she heard the shot that wounded Gregorio. Then she jumped down from the house and ran to the house of her uncle Quintin Talledo.

On the witness stand, Timbreza abandoning the story told by him to the police as contained in his affidavits (Exhibit H and I), even claiming that he signed said affidavits to avoid suffering and further pain when the police pressed his wounds, told the court something else, evidently to fit into the mental picture of the event given by Leonora at the trial. He said that hearing the shouts for help of Leonora, he went up her house unarmed; that at the door he was immediately attacked by Gregorio with a bolo; that he retreated until the two men reached the kitchen porch (batalan) where Gregorio pressed his bolo attack; that during this unequal struggle, Timbreza saw something gleaming, fall from the waist of Gregorio; that he stopped in his efforts at defense, stopped and picked up the object which happened to be a *paltik* and held it in his hand; and that when Gregorio struck another bolo blow, his hand was hit causing the gun which he was holding to explode or fire.

We agree with the Solicitor General that this story is quite fantastic and is incredible. We are satisfied that the version given by Timbreza to the police as contained in his affidavits is the correct one; and that the trial court committed no error in accepting said affidavits as competent evidence, having been made voluntarily by the affiant. As to Leonora's story told in court, we equally reject it as did the trial court as not true. People do not usually go up other's houses at about 8:30 in the evening to rape women inmates therein, especially, in a neighborhood where the houses are near each other, and much more when there are other people in said houses, as was true in this case, because Leonora's mother-in-law was lying down near her that night. There were houses near that of Leonora, and those of her brother and of her uncle were quite near, both within calling distance, but strange to say, despite her alleged desperate cries for help, neither one of them responded.

Counsel for the appellant questions the propriety of the admission of the statement of Gregorio (Exhibit F and its translation Exhibit F-1), claiming that there is no proof that at the time of making the statement, Gregorio believed that he was going to die, this, because when asked by the justice of the peace whether or not he believed that he was going to die, he answered: "May be, Judge." Examining the original statement (Exhibit F), we find that the phrase used by Gregorio in his native dialect was "cas la casta." Said phrase may be translated into "may be" as was done in Exhibit F. But it may equally mean "so it seems" or "most probably" or "I believe so." Considering the fact that Gregorio was being questioned, apparently by a superior in the social scale, and a Government official at that, we may regard his answer "cas la casta" as a positive belief and assurance but expressed modestly, mildly and courteously by a humble barrio resident to a judicial officer. We therefore find as did the trial court that at the time Gregorio made his statement, he was conscious of his impending death. Moreover, the fact that Gregorio died four hours later, shows that his wound was not only fatal but that he must have been in a critical condition at the time of making the statement as further testified to by the justice of the peace who described the physical condition and appearance of Gregorio at the time as he was slowly bleeding to death due to the apparently unchecked flow of blood from his wound. The doctor told the court that Gregorio died of hemorrhage. Three pellets had plowed through the stomach, spleen and the large and small intestines.

Furthermore, even without this dying declaration, we have the spontaneous statement made by Gregorio to Billen, as the latter came to his aid in response to his

cry for help, describing the person who shot him as one who must have sustained several bolo wounds and implicating Leonora as the person who had him shot. Said statement is admissible as part of the *res gestæ*.

Considering all the evidence in the case, together with the circumstances surrounding the same, we are satisfied that Gregorio a married man and Leonora had been maintaining amorous relations; that possibly Leonora became dissatisfied with her disadvantageous and precarious situation or that Gregorio did not live up to a promise or agreement, vital to her interest and so she induced and employed her co-defendant Timbreza to shoot him when he came up to her house in response to her summons. Both appellants are clearly guilty of murder, Leonora as principal by induction and Timbreza as principal by actual participation, the killing having been committed with the qualifying circumstance of treachery.

Some members of the tribunal believe that because of the alleged existence of some aggravating circumstances, such as premeditation, consideration of a price, reward or promise, and the use of craft, the penalty of death should be meted out to the appellants. Other members however, are of the opinion that the evidence as to the existence of such alleged aggravating circumstances is not strong, much less conclusive. For instance, the alleged planning of the killing and the promised reward described in the affidavit of Timbreza even if all true, cannot be considered against his co-defendant Leonora for the reason that an extra-judicial admission or confession is admissible only against the one making it. Neither may the supposed aggravating circumstance of price or reward be considered against Leonora for the reason that it was not she who committed the crime in consideration of said price or reward. Besides, these aggravating circumstances with the exception of that of premeditation were not alleged in the information, and were not mentioned or discussed in the decision appealed from, neither were they considered by the Office of the Solicitor General for purposes of increasing the penalty imposed by the trial court. All that the Solicitor General asks for, is the confirmation of said decision. Furthermore, considering the case as a whole, some Justices believe that the appellants will be sufficiently punished with the imposition of the penalty of *reclusión perpetua*. This, aside from the fact that because of lack of sufficient votes, the extreme penalty of death cannot here be imposed.

Finding no reversible error in the decision appealed from, the same is hereby affirmed with costs.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Reyes, and Torres, JJ., concur.

Judgment affirmed.

[No. L-975. Febrero 27, 1950]

EL PUEBLO DE FILIPINAS, querellante y apelado, *contra* MACARIO MACAYA Y OTRO, acusados. GREGORIO GAGAWARAN, apelante.

1. DERECHO PENAL; ROBO CON VIOLACIÓN; PRUEBAS; LA IDENTIDAD DEL ACUSADO POR LA DECLARACIÓN DE LA MISMA OFENDIDA.—La declaración de la misma ofendida C es suficiente, pues tuvo bastante oportunidad de reconocerle, porque durante la búsqueda de los efectos de valor en el aparador y durante las tres violaciones, uno de los acusados enfocaba de vez en cuando un *flashlight*. Además, por sus voces les podía conocer a las sátiros porque eran vecinos del barrio y les conocía desde la niñez.
2. ID.; ID.; ID.; NO ES NECESARIA CORROBORACIÓN.—La declaración de la ofendida que no inspira la menor duda en cuanto a la identidad del acusado, es suficiente prueba en que basar una condena. No es necesaria corroboración.

APELACIÓN contra una sentencia del Juzgado de Primera Instancia de Manila. Gutiérrez David, J.

Los hechos aparecen relacionados en la decisión del Tribunal.

D. Ambrosio Padilla en representación del apelante.

El Procurador General Auxiliar Sr. Guillermo E. Torres y *el Procurador Sr. Manuel Tomacruz* en representación del Gobierno.

PABLO, M.:

En la noche del 5 de noviembre de 1945, el acusado y cuatro compañeros, después de fracasar en sus esfuerzos por abrir la puerta principal de la casa de Víctor Dalawantan en el barrio Coliat de la Ciudad de Quezon, dispararon al aire varios tiros y, destrozando la puerta trasera, entraron ordenando que todos se pusieran boca abajo. Los asaltantes estaban todos armados, unos con revólver y otros con fusil. Víctor Dalawantan, Teodora Díaz y sus hijas Catalina y Milagrosa, aterrorizados, cumplieron la orden. Como a la intimación de ellos Teodora Díaz contestara que no tenía dinero, uno le dió un puntapié. Apagada la lámpara de petróleo, destrozaron el aparador y desparramaron al suelo su contenido, usando de cuando en cuando un *flashlight* en la búsqueda de lo que querían sacar. Macario Macaya, Benigno Rodríguez y Gregorio Gagawaran trataron de separar a Milagrosa que había abrazado a su madre, y como no consiguieran, uno le dió un puntapié. Acto seguido cogieron a Catalina llevándosela a la cocina en donde con mecate amarraron su cuello y pie derecho y, echada al suelo, uno después de otro yació con ella mientras uno la sujetaba las manos, y otro el pie izquierdo. Mientras uno violaba a la víctima, soltera de 21 años de edad, uno de los sátiros tal vez para gozar en la afrenta ajena o movido por sentimiento morboso, enfocaba de vez en cuando su *flashlight* a ella y a sus

compañeros. Después de la salida de los asaltantes, los dueños de la casa descubrieron que los acusados se habían apoderado de su ahorro de ₱150; un reloj para hombre avaluado en ₱25 de la propiedad del marido; dos gargantillas, en ₱20; y dos pares de aretes, en ₱10, de las dos hermanas; en total valen ₱205.

Al siguiente día, Victor Dalawantan dió cuenta del suceso a la policía de San Juan y el policía Ruben S. del Rosario gestionó que la Dra. Leticia J. Salas de la oficina del examinador médico del departamento de policía de Manila bajo la dirección del Dr. Leonard W. Jarcho, capitán de la comandancia militar (MC) reconociera a Catalina Dalawantan. La Dra. Salas encontró en el cuerpo de Catalina:

“Physical examination—

Abrasion and hematoma, forehead, left;
Contusion with hematoma, infra-orbital region, right;
Linear contusion with abrasion, neck, left side;
Contusion with abrasion, elbow, left;
Multiple contusions, right arm, dorsum of right wrist, left arm and forearm, right hypochondrium, left upper quadrant of buttocks, inner surface of right leg and right thigh at its middle third, medial and lateral surface of the left knee and lateral surface of left thigh.

“Vaginal examination—

Hymen present in its virginal state but lacerated at 3 o'clock, 6 o'clock and 9 o'clock. The lacerations are fresh and still bleed on manipulation.
Superficial laceration at the fourchette.
Minute abrasions, perianal region.

“Laboratory examinations—

Vaginal smear positive for mature spermatozoa;
Urethral smear is negative.

“Conclusion:

Laceration by force of a virginal hymen.”

Presentada la querrela el 23 de noviembre, se expidió el mandamiento de arresto correspondiente contra los cinco acusados y sólo fue arrestado Gregorio Gagawaran en 12 de diciembre. Después de la vista correspondiente, el acusado fue condenado a la pena indeterminada de 14 años y 8 meses a 20 años de reclusión temporal, indemnización en la cantidad de ₱205 con las accesorias, y el pago de una quinta parte de las costas. Contra esta sentencia el acusado apeló.

La misma defensa admite que se cometió el delito de robo con violación; pero contiene que la identidad del acusado-apelante no ha sido debidamente establecida. La declaración de la misma ofendida Catalina es suficiente, pues tuvo bastante oportunidad de reconocerle, porque durante la búsqueda de los efectos de valor en el aparador y durante las tres violaciones, uno de los acusados enfocaba de vez en cuando un *flashlight*. Además, por sus voces les podía

conocer a los sátiros porque eran vecinos del barrio y les conocía desde la niñez.

La no presentación inmediata de la querella puede dar lugar a la sospecha de que Catalina no sabía quienes eran los autores del crimen. Aparecen en autos, sin embargo, pruebas de que el padre de la ofendida dió cuenta del suceso a la policía municipal de San Juan dando los nombres de los dos acusados que él reconoció; el policía Ruben S. del Rosario procuró al siguiente día obtener de la doctora el certificado médico sobre el estado de Catalina; y el policía Cipriano R. José ya se enteró de los nombres de los tres que violaron a ella cuando al siguiente día se constituyó en la misma casa; pero si ninguno de los dos policías dió cuenta inmediatamente a la fiscalía del suceso, no era culpa de la parte ofendida. Si después de obtenido el certificado médico y después de enterarse los policías de los nombres de los cinco acusados, se hubiera endosado el asunto a la fiscalía, ésta hubiera presentado la querella y el juzgado hubiera expedido el mandamiento de arresto correspondiente. La injustificada tardanza de la presentación de la querella dió lugar a que los acusados, excepto el apelante, se burlaran del mandamiento de arresto.

La declaración de la ofendida que no inspira la menor duda en cuanto a la identidad del acusado, es suficiente prueba en que basar una condena. No es necesaria corroboración. (E. U. *contra* Dacotan, 1 Jur. Fil., 697; E. U. *contra* Mondejar, 19 Jur. Fil., 169; E. U. *contra* Olais, 36 Jur. Fil., 882.)

Cuanto a la defensa de coartada. El Dr. Luis B. Sulit declaró que visitó al acusado en noviembre 3 y 5; que en noviembre 5, tenía 41 grados de fiebre y en 5 de diciembre en estado comatoso, y, por lo tanto, no estaba en condiciones de violar. Este mismo doctor declaró que ya no le vió porque cuando había de tratarle el día 8 del mismo mes, ya estaba arrestado. El expediente, sin embargo, demuestra que dicho acusado solamente fue arrestado el 12 de diciembre.

León Makinkin declaró que había estado en la casa del acusado el día 5 de noviembre y le encontró enfermo con fiebre. Pero León, según él mismo, se presentó como testigo sin haber sido citado, ni que haya sido hablado por el acusado; que él acudió a la vista por su propia cuenta y por compasión al acusado.

Dionisia Callera dijo que vió al acusado el 5 de noviembre en su casa, muy enfermo; que fue a pagar su deuda; pero es extraño que hiciera tal pago en tal día si, según ella misma, era su costumbre pagar sus deudas al acusado en el primero y 16 de cada mes. También declaró que ella estuvo ordeñando la caraballa en lugar del acusado que estaba enfermo; declaración que desmintió el acusado. La testigo dijo además que el acusado fue arrestado el 12

de noviembre y desde entonces ya no le vió. Esta declaración tampoco es verdad porque el acusado fue arrestado solamente el 12 de diciembre. El Juez *a quo* que tuvo oportunidad de ver a todos los testigos no dió crédito al testimonio de los de la defensa. No hemos encontrado razón alguna para alterar sus conclusiones.

Dos circunstancias agravantes, por lo menos, concurrieron en la comisión del delito: nocturnidad y abuso de superioridad. No está de acuerdo con la ley la pena dada al acusado, pues la que debe imponerse, según el artículo 294, párrafo segundo en relación con el artículo 64 del Código Penal Revisado, es la máxima o reclusión perpetua. Debe indemnizarse además a Catalina en la cantidad de ₱1,000 por la violación. (Art. 345, Código Penal Revisado.)

Díctese sentencia imponiendo las penas indicadas y se confirma la sentencia en todo lo demás con costas.

Moran, Pres., Ozaeta, Parás, Bengzon, Padilla, Tuason, y Reyes, MM., están conformes.

TORRES, J., concurring:

I concur. I strongly believe that this court is more than justified in increasing the penalty imposed by the lower court upon appellant to that of *reclusión perpetua*. The evidence shows that the complex crime of robbery with rape under consideration was committed by appellant and his co-accused in the dwelling of the offended party, and Catalina Dalawantan was raped by each of the three accused in the presence of the other two. (Rev. Penal Code, art. 14, pars. 3 and 17; U. S. *vs. Iglesia*, 21 Phil., 55.)

Se modifica la sentencia.

[No. L-2278. February 27, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
IRINEO BONDOC (*alias* DICK TRACY), defendant and
appellant.

1. CRIMINAL LAW; MURDER; EVIDENCE; ALIBI AS A DEFENSE.—The court has ruled time and again that a defense of alibi, which the accused tried to establish must be looked upon with suspicion. It is obvious that it cannot prevail against the explicit and positive identification made of I. B. by mayor T of Capas and policeman L. B. who, without hesitation, while on the witness stand, testified that they saw him with the group of ambushers firing his carbine at the party of the mayor and his policemen.
2. AMNESTY; PROCLAMATION NO. 76; ITS PURPOSE AND OBJECT.—Amnesty Proclamation No. 76, intended for crimes committed after the liberation by members of the Hukbalahap and PKM, who were no longer engaged in the resistance against the Japanese forces, but against the constituted government of the Republic of the Philippines, was issued by the President to bring about

"the return of these dissident and recalcitrant elements of our population to their homes and the resumption by them of their lawful pursuits or occupations as loyal and law-abiding citizens will accelerate the rehabilitation of this war-devastated country, restore peace and order, and secure the welfare and happiness of their communities."

3. ID.; ID.; CONDITIONS "SINE QUANON" TO BE COMPLIED WITH BY PERSONS INVOKING ITS BENEFITS.—Circular No. 27 issued by the Secretary of Justice for the enforcement of Proclamation No. 76. Paragraph 1 thereof requires that it is necessary that members of the Hukbalahap and PKM organizations should present themselves, with *all* their arms and ammunition to the duly constituted authorities of the Philippines, within twenty days from June 25, 1948, when the said proclamation was concurred in by the Congress. Paragraph 2 requires that a person claiming the benefit of the amnesty, must, on or before July 15, 1948 present himself together with *all* his arms and ammunition to an officer of the law who shall issue to him a certificate in the form prescribed therein, and since the accused failed to comply with such requirements, the benefits of said amnesty cannot be extended in his favor.

APPEAL from a judgment of the Court of First Instance of Tarlac. Nolasco, J.

The facts are stated in the opinion of the court.

Luis J. Gonzaga for appellant.

Solicitor General Felix Bautista Angelo and *Solicitor Pacifico P. de Castro* for appellee.

TORRES, J.:

Irineo Bondoc and about eleven others had conspired and resolved to kill Mayor Victor Tizon of Capas, Tarlac and his escort of policemen, while the former was conducting community assemblies in different places in his municipality in the early part of 1946.

Bondoc and his co-accused learned that in the morning of January 19, 1946, Mayor Tizon and his policemen were going to the *sitio* of Talimundoc, Capas. At about 9 a. m., the mayor, the chief of police, one police sergeant and five policemen, all armed and in uniform, were walking on the road to Talimundoc, and when they reached a place covered on the left with thick cogon grass, about one kilometer from Talimundoc, there was suddenly a volley of shots fired from that place. The mayor and his party returned the fire, but in the exchange of shots which lasted from ten to fifteen minutes, policeman Ricardo Quizon and Candido Dayrit were killed, the first instantaneously, and the latter, before reaching the municipal building.

Mayor Tizon, looking towards the place of the ambuscade, fired his revolver and saw Irineo Bondoc, without hat and wearing a short-sleeved khaki shirt and short khaki pants, with the group of ambuscaders firing at him. The mayor, upon coming face to face with appellant, noticed that the latter lay down and, with his car-

bine, fired several shots at him. Then, when the group of appellant dispersed, the mayor saw Irineo Bondoc again as he was crossing a concrete bridge over an irrigation canal. During the exchange of shots between the two groups, the two policemen who were killed were standing almost behind the mayor.

It appears that policeman Ricardo Quizon met instantaneous death, because a bullet perforated the frontal bone and destroyed and smashed the brain substance; while policeman Candido Dayrit died of profuse hemorrhage caused by two bullet wounds penetrating the upper part of his right knee.

This case, No. 363 of the Court of First Instance of Tarlac, is before us by an appeal entered by Irineo Bondoc from the judgment rendered by the lower court, which found him guilty of two murders and sentenced him in each case to *reclusión perpetua*, the total of which shall not, however, exceed forty years in accordance with article 70 of the Revised Penal Code.

The facts stated at the beginning of this decision and which led to the filing of the information for double murder against this appellant were sufficiently proven by the prosecution, not only through the testimony of Mayor Tizon and Doctor Sikat, but also by that given by two other witnesses. Francisco Sanchez testified that he was the justice of the peace of Capas, Tarlac who conducted the preliminary investigation in this case. He identified Exhibit A as the same statement given before him by Irineo E. Bondoc on November 29, 1947. Bondoc made a statement in the Pampango dialect which was translated by the justice of the peace into the English language. The answers of the accused were, according to the witness, given spontaneously and voluntarily without any promise of reward or immunity, without any intimidation or force having been used, in the presence of many witnesses. In said Exhibit A (page 1) Bondoc admitted that he was "one of those who were criminally responsible for the murder," that he did it "in compliance with an order from the director Mr. Ruben Velasco of Squadron 50 of the Hukbalahap."

Another witness, Lamberto Baun, municipal policeman of Capas, testified that he was one of the members of the party of Mayor Tizon on the morning of January 19, 1946, escorting said official who was going to Talimundoc to hold a community assembly. Before the ambushade, Irineo Bondoc was already known to the witness who also was acquainted with other members of the attacking group, such as Federico Aquino and Atanasio Dayrit. Lamberto Baun described the attack; he said that the two policemen who were killed in the encounter, Ricardo Quizon and Candido

Dayrit and another one were close behind Mayor Tizon when they were shot.

The defense, by means of two witnesses, tried to establish an alibi for the accused. Eustaquio Lunga took the stand for that purpose, but upon cross-questioning by the prosecution he admitted his inability to reckon dates. He could not give the date of the town fiesta of his hometown during the year immediately preceding the date of the trial, which made his testimony on the alleged presence of the appellant in his house in Tarlac, the capital of the province, on a much earlier date, January 19, 1946, most unreliable and unconvincing.

Another witness, Modesto Bondoc, gave testimony on his accidental meeting with the wife of appellant, in the house of his parents in Tarlac on the eve of the trial without knowing that he was going to testify, which clearly stamps his testimony as an eleventh hour fabrication.

Considering that this Court has ruled time and again that a defense of alibi which the accused tried to establish by such means must be looked upon with suspicion, it is obvious that it cannot prevail over the explicit and positive identification made of Irineo Bondoc by Mayor Tizon of Capas and policeman Lamberto Baun who, without hesitation, while on the witness stand, testified that they saw him with the group of ambuscaders firing his carbine at the party of the mayor and his policemen. (U. S. *vs.* Olais, 36 Phil., 828.)

During the pendency of this appeal, counsel for appellant moved for the dismissal of this case on the ground that Irineo Bondoc being a Hukbalahap, and having committed the crimes charged against him in furtherance of the aims of such dissident organization, is entitled to the benefits of Presidential Proclamation No. 76 issued by the President of the Philippines on the 21st of June 1948, which granted amnesty to the leaders and members of the Hukbalahap and the PKM, "who have committed the crimes of rebellion, sedition, illegal association, assault upon, resistance, and disobedience to persons in authority, and/or illegal possession of firearms; *Provided, however,* That this amnesty shall apply to those who shall have presented themselves with all their firearms and ammunition to the duly constituted authorities of the Republic of the Philippines within twenty days from the date this proclamation is concurred in by the Congress."

Counsel urges that Irineo Bondoc had made an application for registration under said Amnesty Proclamation No. 76, which is certified to by the provincial warden of Tarlac. But such motion for dismissal is opposed by the Solicitor General on the ground that the petitioner did not comply (a) with the provision of Circular No. 27 (a) of the Secre-

tary of Justice, dated July 21, 1948, outlining the procedure to be followed by applicants for amnesty who are presently in jail, either as detention or convicted prisoners; and (b) with the provisions of Amnesty Proclamation No. 76 requiring the surrender of firearms and ammunition.

Amnesty Proclamation No. 76, intended for crimes committed after the liberation by members of the Hukbalahap and PKM who were no longer engaged in the resistance against the Japanese forces, but against the constituted government of the Republic of the Philippines, was issued by the President to bring about "the return of these dissident and recalcitrant elements of our population to their homes and the resumption by them of their lawful pursuits or occupations as loyal and law-abiding citizens will accelerate the rehabilitation of this war-devastated country, restore peace and order, and secure the welfare and happiness of their communities."

For the enforcement of the provisions of said Proclamation No. 76, Circular No. 27 was issued by the Secretary of Justice prescribing the conditions under which persons applying for the benefits of such proclamation could have the benefits thereof extended to them. According to paragraph 1 of said circular, it is necessary that members of the Hukbalahap and PKM organizations should present themselves, with *all* their arms and ammunition to the duly constituted authorities of the Philippines, within twenty days from June 25, 1948, when the said proclamation was concurred in by the Congress. Paragraph 2 requires that a person claiming the benefit of the amnesty, must, on or before July 15, 1948 present himself together with *all* his arms and ammunition to an officer of the law who shall issue to him a certificate in the form prescribed therein.

The record fails to show that this appellant has complied with such requirement as to entitle him to the benefits of the Amnesty Proclamation No. 76, particularly the fundamental requisite mentioned in said circular *re* the surrender of firearms and ammunition. Considering that the rebellious attitude of those dissident organizations, the Hukbalahap and PKM and their members, is predicated on the fact that they have in their possession firearms so that without them they cannot maintain their defiant attitude against the government, we believe that this appellant has failed to comply with such requirement and therefore his motion to dismiss lacks merit (*People vs. Santos*, L-1820 and 1821, 46 Off. Gaz., 6085; Vol. 15, No. 1, *Lawyer's Journal*, page 21).

It is quite evident that appellant, who confessed his active participation in the ambushade by firing several shots at the mayor and his escort of policemen, did not take the stand, and simply relied on his two above mentioned witnesses in an unsuccessfull attempt to establish an alibi,

is guilty of the two murders charged in the information. And although in our opinion, in the light of the facts clearly disclosed by the evidence, this appellant and his confederates have also committed the crimes of (a) assault upon a person in authority—the mayor of Capas who was then engaged in the performance of his duties—and (b) assault upon agents of an authority—the municipal policemen who were also engaged in the performance of their duties—yet such omission or oversight by the prosecution will not bar us from finding, as we do hereby find, Irineo Bondoc *alias* Dick Tracy guilty of the murder of each of the two policemen who lost their lives in that ambushade.

In view of all the foregoing, and finding no error committed by the judge *a quo* in the instant case, the judgment appealed from is hereby affirmed, with costs.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Montemayor, and Reyes, JJ., concur.

Tuason, J., concurs in the result.

MORAN, C. J.:

Mr. Justice Parás voted for the affirmance of the judgment appealed from, but, on account of his being on leave at the time of the promulgation of this opinion his signature does not appear herein.

Judgment affirmed.

[No. L-2620. February 27, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. PERFECTO CRUZ ET AL., defendants. PERFECTO CRUZ, DAVIS VELASCO and NICANOR ISON, Jr., appellants.

1. AMNESTY; ITS BENEFITS EXTEND ONLY TO SPECIFIED ACTS COMMITTED WITHIN THE PERIOD AND AREA THEREIN INDICATED.—The Amnesty Proclamation extends its benefits to persons who committed acts penalized under the Revised Penal Code in furtherance of resistance to the enemy or against persons aiding in the war efforts of the enemy, during the period from December 8, 1941, to the date when such particular area of the Philippines was actually liberated from enemy control and occupation.
2. *Id.*; JUSTIFICATION TO INVOKE ITS BENEFITS; ACTS BE NECESSARY AS WAR MEASURE AND PLACE BE STILL UNDER ENEMY'S CONTROL.—It is a matter of public knowledge that Pasay, Parañaque and Imus were liberated on February 15, 1945. So much so that when the appellants committed the criminal act of which they were accused, there was absolutely no necessity, as a war measure, for the summary execution of a citizen who, if guilty of past offense, was not a dangerous criminal and had no opportunity or desire to sabotage and endanger the American position.
3. *Id.*; SITUATION AT THE PLACE OF THE ACT DETERMINES THE APPLICATION OF AMNESTY AS AN EXCUSE.—It was the military sit-

uation in the place where the victim was seized, not the situation in the place where he was slain by which the justification or excuse under the amnesty for the defendants' acts was to be judged.

4. COURT-MARTIAL; SUBORDINATE STATUS OF OFFICER OF A GUERRILLA LEGALLY CANNOT CONVOKE COURT-MARTIAL.—The subordinate status of accused's position as a guerrilla officer did not confer upon him authority to convene a court-martial, general or special or to create military courts or commissions under the Rules of War or the National Defense Act.

APPEAL from a judgment of the Court of First Instance of Rizal. Tan, J.

The facts are stated in the opinion of the court.

Felicitimo S. Guerrero and *Ferdinand Marcos* for appellants.

Solicitor General Felix Bautista Angelo and *Solicitor Augusto M. Luciano* for appellee.

TUASON, J.:

This is an appeal by Perfecto Cruz *alias* Peping, Davis Velasco and Nicanor Ison, Jr. from a judgment of the Court of First Instance of Rizal, finding them guilty of murder and sentencing the first to death and the last two to life imprisonment, the three jointly and severally to pay the heirs of Dr. Juan Gabriel, the deceased, as indemnity, the sum of ₱3,000, and each to pay $\frac{1}{10}$ of the costs. Charged with the appellants with the same crime were Leonardo Caneda, Miguel Bernabe, Armando Bernabe, Carlos Tangol and Rudy de Lara, as to whom the case was dismissed by the court *motu proprio* upon the conclusion of the evidence for the prosecution for lack of sufficient evidence.

It is not denied that Dr. Juan Gabriel, Mayor of Parañaque, Rizal, throughout the Japanese occupation, and admittedly a Japanese collaborator, was picked up by the appellants and their co-accused who have been discharged, at the house in Imus, Cavite, where Gabriel and his family had been living since December 2, 1944. There is dispute as to the date of the arrest. The prosecution witnesses said it was on the 15th of February, 1945, while the accused said it was on the 12th. More of this later.

According to the evidence for the prosecution, from Imus Dr. Gabriel was carried off in a motor vehicle and in Parañaque he was blindfolded, his hands were tied behind his back, and was shot and killed. The deceased was buried in the same place where he was slain and his remains were exhumed sometimes in November, 1945, at the instance of National Bureau of Investigation agents. The manner in which Gabriel was killed and the participation of each of the appellants are related by Nardo de la Isla, the only eyewitness to the killing presented by the Government.

Nardo de la Isla, a young guerrilla, testified that he was detailed on February 15, 1945, to clean the guerrilla headquarters in Parañaque, at the foot of the bridge. He said that on that date the accused came in a jitney to the headquarters with Juan Gabriel; that after the jitney had pulled up near the headquarters, Nicanor Ison, Jr., Perfecto Cruz, Davis Velasco and Juan Gabriel got off, Perfecto Cruz entered a bicycle repair shop and Davis Velasco and Nicanor Ison took Juan Gabriel to the other side of it; that when these reached the corner of a small street, Perfecto Cruz fired at Gabriel but the latter was not hit and ran into the headquarters; that Nicanor Ison and Davis Velasco fetched a cord and a handkerchief, Ison bound Dr. Gabriel's hands while Velasco was aiming his gun at the doctor's back; that after Gabriel's hands were thus tied, Davis Velasco blindfolded him with the handkerchief while Nicanor Ison, Jr. held a gun; that afterward Dr. Gabriel was marched to the rear of the bicycle repair shop where Davis Velasco and Nicanor Ison separated from him; that when Gabriel was standing alone Perfecto Cruz, with Gabriel's back towards him, fired at the victim several times; that after Gabriel fell down, Nicanor Ison untied the dead man's hands and removed his shirt which Ison carried away; that a man named Bienvenido took off and appropriated the dead man's trousers; that Perfecto Cruz ordered him (Isla) and two others to bury the corpse.

The defendants undertook to prove that the arrest and killing of Dr. Gabriel was carried out after he was tried by a legally constituted court-martial and by order of superior guerrilla authorities. The other defense is that this case comes within the terms of Amnesty Proclamation No. 8. We shall first take up the last plea.

The proclamation relied upon extends its benefits to persons who committed acts penalized under the Revised Penal Code in furtherance of the resistance to the enemy or against persons aiding in the war efforts of the enemy, "during the period from December 8, 1941 to the date when such particular area of the Philippines was actually liberated from enemy control and occupations."

This case was brought before the 6th Amnesty Commission and that body found that when the crime charged was perpetrated Parañaque was already under the control of the forces of liberation and that, therefore, the elimination of Dr. Gabriel was not demanded by military necessity. Judge Bienvenido A. Tan who tried and handed down the appealed decision, concurred in the findings and opinion of the amnesty commission. The evidence material to or shading light on this branch of the case is as follows:

Col. A. C. Gabriel, no relation to the deceased, as far as the proofs would show, certified that "according to the records at the office of the Historical Section, G-2, (of which he was the Chief) the town of Parañaque, Rizal, was occupied by the 511th Parachute Infantry, Regimental Combat Team on 5 February 1945." He certified that the source of this information was the "list of towns liberated by the United States Army during the period 17 October 1944 to 11 August 1945, issued by the Office of the AC OF S, For Intelligence, G-2 Headquarters, Philippines-Ryukus Command, APO 707." This certificate is identified as Exhibit H and Exhibit I. Colonel Adevos, principal witness for the defense, admitted that "American troops entered Parañaque on February 5" where "they were established when I arrived." He declared he was in his headquarters in that town on February 6 and 7.

Isabel del Rosario, Dr. Juan Gabriel's adopted daughter, 20 years of age at the time of the trial, was sworn to testify that she was living with Dr. Gabriel's family; that on February 15, 1944, between 8 and 9 o'clock in the morning, Doctor Gabriel was seized by the accused; that February 15 was the town fiesta of Imus and in the morning they all went to mass in a jeep; that immediately after Doctor Gabriel was taken, she and Dr. Gabriel's wife went to the municipal building of Imus and requested Epifanio Gabriel to see where Doctor Gabriel was or would be carried; that Epifanio Gabriel called on Colonel Saulog, and both Epifanio and Colonel Saulog trailed Doctor Gabriel, while she rushed to Parañaque in a carretela accompanied by Atty. Alejandro Cristobal; that at barrio Wakas, (situated at the western or southern edge of Parañaque), they met and joined Epifanio Gabriel and Colonel Saulog; that in that section of the town she asked Noli Reyes if Doctor Gabriel had been brought to the guerrilla headquarters and Reyes said no; that Noli Reyes suggested that she go to the Dongalo headquarters (at the foot of the bridge on the Manila side of the town) which she did; that in Dongalo, she went inside the guerrilla headquarters, met Romeo Jose and accused Davis Velasco and asked these if Doctor Gabriel had been brought to that place, and she got a negative answer; that when she came out of the headquarters, she saw in a bicycle shop accused Carlos Tangol whom Romeo Jose asked the whereabouts of Juan Gabriel, and Tangol answered that Gabriel had been taken to the office of the CIC in Pasay; that upon hearing this information, Romeo Jose wrote a letter to Mrs. Juan Gabriel telling her that he would do everything he could to find her husband; that this letter was handed to her but before returning to Imus she rode to Pasay in a carretela and looked for the office of the CIC, which she found on Park Avenue; that in the CIC office she talked to

an American sitting at the table and told him the purpose of her visit; that the American accompanied her to a poultry house where some Filipino collaborators were detained and allowed her to identify Doctor Gabriel; that as Doctor Gabriel was not among the detainees in that place, the American officer took her to Parañaque, where another office of the CIC was located and five Filipinos and one Japanese were detained. The witness said she went alone to Pasay and was not afraid because she knew that town had been liberated. In Parañaque, she said, she saw men of the 11th Airborne Division quartered in Doctor Gabriel's house near the bridge. She also went to the municipal building.

Exhibit J, a joint statement made by the accused Carlos Tangol and Perfecto Cruz before an agent of the Division of Investigation on November 3, 1945, in the presence of a brother of Tangol who was also an agent of the Division of Investigation, recites that Gabriel was arrested about five days after American forces entered Parañaque and after Tangol received orders to arrest and take into custody Dr. Juan Gabriel; that the defendants having received information that Doctor Gabriel was in Imus, Cavite, at that time, all of them drove to Cavite; that they found Doctor Gabriel in a carretela about to alight and requested him to come along with them for a certain investigation in the office of the provost marshal of the guerrillas; that upon reaching the guerrilla headquarters in Parañaque, Col. Terry Magtangol, the commanding officer, told them to take Gabriel to the provost marshal in Pasay, saying he had nothing to do with Gabriel, and therefore they moved on to the office of the provost marshal (guerrilla) in Pasay; that in Pasay, Gabriel was found guilty of collaboration by Lieutenant Colonel Daza whereupon they conducted Gabriel back to Parañaque; that when, in front of the headquarters in Parañaque, the jitney stopped, Doctor Gabriel jumped out of the vehicle and run toward the back of the river behind the headquarters; that refusing to heed the warning to stop given by Davis Velasco and others, Gabriel was fired upon by Davis and hit at the base of the skull, after which Perfecto Cruz shot him twice in the back.

Eleuterio Adevosio, overall commander of the ROTC Hunters Guerrilla operating in Southern Luzon from January 15, 1942, testified for the defense. He said that on February 6 and 7, 1945, he was in Parañaque, in his general headquarters right across the street from where the 11th Airborne Division headquarters were situated. In his own headquarters, he had no more than 15 armed men performing guard duty. On February 11 to 13, he stated, "we believed then that there were no less than 3 divisions of Japanese infantry not to mention units of

marine forces, civilian units and service troops deployed in and around the City of Manila. North of the Parañaque River from the Manila Bay beach extending into the Laguna Bay Beach were deployed no less than 1 regiment of Japanese infantry supported by units of the marines. That particular area was heavily fortified by concrete pillboxes and dugouts constructed by the Japanese units prior to the landing of the American forces on Nasugbu, so that we can safely state that the defense of the Japanese south of Manila was very well organized and well prepared. On the other hand, on these particular days I believe that there were two battalions of Americans in battalion concentration on the southern part of Las Piñas." He said he was positive that on February 11 to 13, "there were no American Detachments encamped or assigned to Cavite, although there were American troops that passed Tagaytay Road but did not pass Imus."

Macario Peralta, Jr., formerly Deputy Chief of Staff of the Philippine Army with the rank of Brigadier General, was put on the stand as an expert witness. The gist of his opinion, made on the basis of Colonel Adevos's evidence, is that "From the military standpoint * * * the area north of the Parañaque river, Outline A, could not be considered as militarily secured from the enemy."

It is clear from the evidence, quite apart from what is of public knowledge, that Pasay, Parañaque and Imus had been actually wrested from enemy occupation and control on February 15, 1945. The forces of liberation were in undisputed possession of those places with no hope or intention on the part of the enemy to dislodge the new-comers. It is a matter of public knowledge that the Japanese Army and High Command had evacuated several months before to the mountains in the north and the east where they were to make their last stand, leaving in Manila only a suicide force to massacre the people, raze the city, and await their doom in a few fortified spots and buildings. The celebration of the town fiesta in Imus with the customary masses, the ride of Isabel del Rosario to Pasay in a horse-drawn vehicle, unaccompanied; and the taking of the deceased from Imus to Parañaque, to Pasay and back to Parañaque, all with apparently absolute unconcern, are eloquent testimony to the final disappearance of the enemy and the return of peace and stability in that area. There may have been stragglers in Imus, but the possible presence of snippers did not alter the reality, definiteness and finality of that and neighboring towns' liberation, in the same manner that the existence of underground movements in the Philippines in previous years did not make the Japanese occupation any less actual, real and certain. Under the circumstances, the amnesty commission and the trial court were right in finding that there

was absolutely no necessity, as a war measure, for the summary execution of a citizen who, if guilty of past offenses, was not a dangerous criminal and had no opportunity or desire to sabotage and endanger the American position.

Colonel Adevosos's testimony relates to conditions on February 13 and before. Even if we should take this testimony at face value, it would not aid the cause of the defendants. The trial court found and the evidence conclusively shows that Dr. Gabriel was apprehended and killed on the 15th. The lapse of two days made a whole lot of difference in a lightning and one-sided battle. In making a strenuous effort to move back the date of the killing, the accused realized the decisive importance of the difference. The American drive towards the city south of Manila was swift and unopposed, till the Japanese reached the prepared positions in the capital from which they could run no further and had no notion or means of counter attacking. This we can take notice of as a matter of general information.

The farther a town was from Manila within the path or orbit of the American advance, the more secure it was from Japanese infiltrations or counter attacks. Imus was much farther south than Pasay and Parañaque from Manila and Camp Nichols, where the Japanese were pinned down although still putting up an admittedly losing fight on the 15th. And, let it be remembered, it was the military situation in Imus where Gabriel was seized, not the situation in the place where he was slain, by which we have to judge the justification or excuse under the amnesty for the defendants' acts. When Pasay and Parañaque were so safe in American hands and was so peaceful on February 15 as to permit unrestricted travels of civilians and the setting up of CIC offices in those towns and the admittance of relatives to see detainees, there can be no doubt about the security and permanence of Cavite's freedom from Japanese clutches. No amount of theories on military strategy and no amount of denial can blur the overall effect, pictured above, of the direct and circumstantial evidence for the prosecution partly corroborated by that of the defense.

With reference to the allegation that the deceased was court-martialed and was shot only after he was tried, Colonel Adevosos was also a principal witness. He testified that he "organized the court-martial and duly appointed the members thereof;" that Colonel Monford, his supply officer, being the oldest and most matured, was appointed chairman; that his authority to convene a court-martial as overall commander was recognized by the American authorities themselves, particularly, he would say, General Swing, the Commanding General of the 11th Airborne Division, and General Swing's Chief Adjutant, Major

Shummer; that he organized the court-martial because he "was informed that there was a former mayor of Parañaque who was responsible for the arrest, torture and death of some of my members in Parañaque;" that he had heard that "the former mayor was found somewhere in Cavite, so in order to give him a fair trial, I convoked this court-martial for the purpose of gathering the real facts and also getting a real decision;" that Major Shummer was in the vicinity, that is, in the very headquarters of the 11th Airborne Division across the ROTC headquarters. He declared on cross-examination that Doctor Gabriel was not brought before him in Pasay but saw him "right in my headquarters at Wakas;" that he believed he ordered the creation of a court-martial in writing; later he said the order was issued by him verbally. Regarding the authority allegedly given him by Shummer, he said it was not in writing, adding that, in the first place, he did not need Shummer's authority. Afterward he stated "they talked to us and they did not show any opposition to what we had done." For this reason, he went on to say, he wanted to modify what he had said before—that he was given authority by the Americans to create a court-martial. Asked if records of the court-martial were taken Adevosos answered he did not know.

Jaime Ferrer declared that he was a lieutenant colonel assigned as Adjutant General of the ROTC Hunters Guerrilla. He said that in view of the reported activities of Doctor Gabriel which were detrimental to the cause for which they were fighting, Doctor Gabriel was court-martialed *in absentia* sometime in September, 1944, the charges being collaboration, treason and murder. The members of this court-martial, he declared, were Captain de Leon, as chairman, and Captain Ramos and Lieutenant Gutierrez as members. He said the decision of the court-martial was to shoot Doctor Gabriel, and he knew this because the decision was referred to him by the court-martial. He testified that he went over the papers and, having personal knowledge of all the activities of Doctor Gabriel, he approved the verdict. A group of boys, he said, were sent out to look for Doctor Gabriel but they came back because there was a notice from the Japanese MP that if Doctor Gabriel were shot at that time they would commit reprisals against the inhabitants of the town. So the order was not carried out. In February, 1945, a new court-martial was convoked by the commanding officer, Colonel Adevosos, when they arrived from Batangas. He continued substantially as follows: "There were reports submitted to us about the activities going on three kilometers from our advance command post headquarters. The report was that there were Japanese discovered in the house of Doctor Gabriel and that below the house Japanese ammunition was stored.

All around the area there were Japanese snipers. We went to find out where he was, and an order was issued against him sometime in February, 1945. On February 12, 1945, Doctor Gabriel was taken to our headquarters and I advised the detachment commander who was in charge of his arrest to take him to the provost marshal of our outfit, one Colonel Daza. Colonel Daza went back to our headquarters informing that Doctor Gabriel refused to talk. So I reported the matter to the commanding officer and I suggested that a court-martial be convoked to try Doctor Gabriel, and I convoked the court-martial. The members of the court-martial were Lt. Col. Monford, who was the Chairman, Lt. Col. Atienza, Lt. Colonel Daza and myself. The prosecuting officer was Captain Noriel of the Judge Advocate Service of the unit. The formal charges against Doctor Gabriel were collaboration, treason and murder of which Doctor Gabriel was formally informed. Records of the court-martial were kept but when our unit applied for recognition all these records were taken by the Philrycom and as a fact we have been trying to get those records. We even protested to the Philrycom, but we can not get them back. The accused, Doctor Gabriel, was informed of his right to have counsel, and he replied that he was going to be his own counsel. I asked Doctor Gabriel if he had witnesses and he said yes. Major Shummer being the highest ranking officer, I consulted him. After the trial, Major Shummer concurred with us in our decision for the execution. The trial of Doctor Gabriel took place on February 12, 1945. It began at 12 o'clock and lasted at noon of February 13. Doctor Gabriel was present throughout the trial. The vote was unanimous for his conviction. After the decision, the chairman of the court-martial issued the order to execute Doctor Gabriel. It was transmitted to Lieutenant Trinidad by the chairman of the court-martial. Trinidad was the detachment commander of the provost martial. Trinidad was authorized to make arrests and execute orders. The following morning, Lieutenant Trinidad reported to me that the order had been executed."

The trial court did not believe that there was any court-martial. In this we concur. Adevosos's and Ferrer's statements contradict each other in important points and both are inconsistent, incoherent, highly incredible, and belied by indisputable facts. Adevosos's testimony, moreover, is conspicuous for its vagueness, suggestive of lack of tangible conception of what he wanted to express. The absence of any document pertaining to the alleged court-martial has not been explained away by Ferrer's explanations.

What is more, Ferrer's and Adevosos's testimony refers to February 12 and 13 as the dates of the arrest and trial. It has been seen that the defendants have not successfully

challenged the prosecution's evidence that Doctor Gabriel was apprehended on the 15th, between 8 and 9 o'clock in the morning, and was executed at noon or a little later on the same date. Nardo de la Isla, the guerrilla who was cleaning the barracks of the guerrillas at the foot of the Parañaque bridge at the time of the killing, stated that it was between 12 and 1 o'clock p. m. when the accused brought Doctor Gabriel to the headquarters in a jitney and executed him in the manner set forth at the outset of this decision. Before February 15, Doctor Gabriel had never been molested.

The point is that a trial such as that described by Ferrer could not have been concluded in half a day. Yet Gabriel was shot five hours, at the most, after he was apprehended. If we take into account the fact that according to Exhibit J, the joint statement of Perfecto Cruz and Carlos Tangol, Gabriel was taken to Pasay before he was executed in Parañaque, it becomes plainer that there was no time left for a court-martial to try in the required manner, deliberate, and pass sentence on the prisoner.

The testimony of Isabel del Rosario shows beyond doubt that there was no court-martial and there was no trial. This girl made inquiries about her father at the only places in Parañaque where such trial could have taken place but the now deceased was not there. Several friends of the family, one of whom was a guerrilla colonel, also made frantic efforts to locate Gabriel to no avail.

Finally, Exhibit J gives no insinuation of a proceeding before a court-martial. What the affiants Perfecto Cruz and Carlos Tangol stated was that "upon reaching Parañaque in the office of the Commanding Officer at the headquarters, Col. Terry Magtangol (Adevoso), our Commanding Officer, told us to take Doctor Gabriel to the office of the Provost Marshal at Pasay because he had nothing to do with Doctor Gabriel. So we proceeded to the office of the Provost Marshal at Pasay."

All that Isabel del Rosario's evidence and Exhibit J, pieced together, do reveal is that Doctor Gabriel was taken to Colonel Adevoso in Wakas, Parañaque; Adevoso washed his hands, telling the accused that he had nothing to do with the prisoner and to take him to the provost marshal in Pasay; Gabriel was transported to Pasay and presented to Daza, the provost marshal; Daza without any ceremony decided Gabriel was guilty of collaboration and Gabriel was taken back to Parañaque and slain there.

Helping to discredit the idea that a court-martial was organized and a trial was held are the following: (1) A court-martial has jurisdiction only over offenses committed by officers and men in the military service. Juan Gabriel was a civilian, never a member of the guerrilla

or of the Philippine Army, and his supposed crime was committed before the Japanese were driven away from the area where Colonel Adevosos's men were detailed as supporting and intelligence unit. (2) Adevosos did not have supreme command in the area comprising Imus, Parañaque and Pasay. He stated that the job of liberation was mainly the job of the 11th Airborne Division; that the guerrillas were only employed as supporting units and to deliver information to the Americans. He made it clear that his authority was derived from the American authorities—Major General Swing and General Swing's Adjutant, Major Shummer. This was confirmed by defendant Perfecto Cruz, who testified that the guerrillas were attached to the United States Army. By inference, he said that Colonel Adevosos did not have a separate or detached command. (3) There was a proclamation of General MacArthur dated December 29, 1944, and there was Circular No. 13 dated February 11, 1945, issued by order of the Supreme Commander, both of which directed that collaborators should be held in restraint for the duration of the war and turned over to the Philippine Government thereafter, with express injunction that they should not be tried by military courts. Colonel Adevosos admitted that the first order came to his notice during the liberation campaign and that he became aware of the circular during the latter part of February. It was highly improbable that any responsible American army officer would, in the face of or even without the above orders, sanction, much less authorize, the trial and execution by guerrillas of a prisoner for past collaboration, a man who at the time was living peacefully in what was already a peaceful municipality. Even if there was martial law, Gabriel had not committed any crime against, nor was he a menace to, the new order.

Having reached this conclusion, it is superfluous to discuss the power of Colonel Adevosos, as a legal proposition, to convoke a court-martial, further than to say that the subordinate status of his position as a guerrilla officer did not confer upon him power to convene a court-martial, general or special, or to create military courts or commissions under the Rules of War or the National Defense Act. There was a United States Regular Army commander of the area, a general officer, of whom Colonel Adevosos was at most a junior officer.

In fairness however to the accused, it may be said that we do not believe they or any of them had any rancor against Doctor Gabriel, as Mrs. Gabriel supposed, and slew him of their own volition. Recognized members of the ROTC Hunters Guerrilla of which Daza was provost marshal, their conduct and movements lead to the conclusion that they acted in obedience to orders of superior

officers of their organization, failing to comprehend in their ignorance of law the bounds of their superiors' authority. This circumstance should compensate the aggravating circumstance of the accused having committed the crime by means of a motor vehicle—the only aggravating circumstance we have found.

Wherefore, the sentence of death imposed on Perfecto Cruz is hereby reduced to *reclusión perpetua* and that of *reclusión perpetua* imposed on Nicanor Ison, Jr. and Davis Velasco is affirmed. The indemnity to the heirs of the deceased is increased to ₱6,000, and the appellants will pay the costs of appeal.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Judgment modified.

[No. L-2688. February 27, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. PRIMITIVO OSI, defendant and appellant

1. CRIMINAL LAW; TREASON; EVIDENCE; AFFIRMATIVE TESTIMONY IS STRONGER THAN NEGATIVE ONE.—It is well established in the law of evidence that affirmative testimony is stronger than negative.
2. *Id.*; *Id.*; *Id.*; ACCUSED'S ADHERENCE AND GIVING AID AND COMFORT TO THE ENEMY.—Under the facts proved in this case, the appellant has failed to substantiate his claim that the lower court erred in its findings. On the contrary the evidence strongly show not only the adherence of the appellant to the enemy, but also his having given him aid and comfort in the manner and form described by more than two witnesses who testified against him in each of the five counts.

APPEAL from a judgment of the Court of First Instance of Quezon. Cañizares, J.

The facts are stated in the opinion of the court.

De Joya & Cuevas for appellant.

Solicitor General Felix Bautista Angelo and *Solicitor Augusto M. Luciano* for appellee.

TORRES, J.:

This is an appeal from a judgment of the Court of First Instance of the Province of Quezon, which found Primitivo Osi guilty of treason in all the five charges contained in the information and sentenced him to suffer the penalty of *reclusión perpetua*, with the accessory penalties of civil interdiction and perpetual absolute disqualification from public office, to pay a fine of ₱15,000 and the costs.

This appellant is a native born Filipino citizen, married, and a resident of Sariaya, Province of Quezon, formerly enrolled in the first year of the high school and, before the last war, was an employee of the Manila Electric Company

as lighting inspector. From our perusal of the record, we find that the prosecution has established the following facts in connection with each count.

Under the first count, it has been shown that between 1931 and 1935, Primitivo Osi was the secretary of the Sakdalista Party in the municipality of Sariaya under Benigno Ramos. At the beginning of the Japanese occupation, he was the chief electrician of the Electric Light Plant in said municipality, and in 1943, Mayor Mendoza of Sariaya appointed him president of the Japanese organization known as the neighborhood association in the *barrio* of Mamala, Sariaya. On October 20, 1944, he voluntarily joined the "Mataichi Kabushiki Kaisha" otherwise known as *Nacoco*, as its foreman No. 3 with a monthly compensation of ₱150. At the same time, he acted as interpreter of the Japanese manager of the *Nacoco*. On January 31, 1945, Esperidion Saracas and Leopoldo Luce, the first and second foremen respectively of the *Nacoco*, having been killed by the guerrillas in Mamala, Sariaya, his Japanese employers promoted this accused to the position of foreman No. 1, with the rank and title of "Captain." Since then, he had under his command between 300 and 400 *Makapili* soldiers of the *Nacoco* Military Police, whom he was seen drilling regularly. Soon after appellant's promotion, he and his soldiers, jointly with the Japanese, were seen conducting punitive campaigns against guerrillas and their sympathizers in the municipalities of Sariaya and Candelaria; he and his men, without compensation, commandeered foodstuffs from the residents of the neighboring *barrios*, which were turned over to the Japanese garrison and the *Nacoco* Military Police. In December, 1944, this appellant posted his men at the main highways leading to the *población* of Sariaya in order to prevent the infiltration of the guerrillas. Finally, upon the return of the Americans, Primitivo Osi and his *Makapili* soldiers, with the Japanese civilian officials of the *Nacoco*, retreated to the Sierra Madre mountains in the Province of Laguna and with his Japanese masters surrendered to the American forces.

In support of the charge made in this count, several witnesses were put on stand for the prosecution. Leonila Albiela, a resident of Candelaria, Province of Quezon, testified that she knew Primitivo Osi as captain of the *Makapili* Filipino soldiers who caused the arrest of guerrilla suspects, and ordered the burning of houses. Captain Osi was seen by her always carrying a revolver and a hand grenade. She learned that her sons and daughter-in-law were arrested by the *Makapilis* and upon receiving such information she visited Captain Primitivo Osi in his headquarters. Osi told her that he caused their arrest because they were suspected as guerrillas. Upon her supplications, Captain Osi told the witness that her sons and daughter-

in-law would be released provided they leave the *población* of Candelaria. After having been detained for about four days, the suspects were in fact released, but were soon arrested again.

At about midnight of Sunday, February 11, 1945, Captain Osi came to the house of the witness to rearrest the same persons who have been released, namely, Iñigo Javier, Bernardo Javier, Rufino Javier, Crisanto Cristobal, Jovito Albiela, Marcelo Castillo, Ananias Dimayuga, and the brothers Quintin and Simeon. Upon the suggestion of one of the *Makapili* soldiers, the witness, Leonila Albiela, went to the *Makapili* garrison with food for the captives. After the second arrest of those persons, the witness never saw them again and neither knew what happened to them. Replying to questions propounded by the court, the witness said that Captain Osi was always seen in the town of Candelaria giving commands to his soldiers, the *Makapilis*. At about midnight of Sunday, February 11, 1945, the *Makapilis* burned the houses; led by Captain Osi, they were seen holding dried coconut leaves which they used as torches to burn the houses of the *poblacion* for three consecutive nights.

Another witness, Urbano Javier, husband of Leonila, landowner and a resident of Candelaria, said that, although at the beginning he did not know his name, Primitivo Osi became a familiar figure in the town of Candelaria since January, 1945. He became well-known in the town as a man who was in command of the *Makapili* soldiers, who arrested persons suspected as *guerrilleros* and took from their owners personal belongings, including jewelry. He was responsible for the arrest and detention of many persons including his brother Iñigo Javier, his son Rufino, his nephew Bernardo and Jovito Albiela, and also Crisanto Cristobal, Ananias Dimayuga, the brothers Quintin and Simeon and one by the name Castillo. He had been inquiring about the means to secure their release and he was referred to Captain Osi. Captain Osi told him that they would be released provided they leave the *población* of Candelaria. In the morning of Sunday, February 11, 1945, the persons arrested were released. But at midnight of the same day, they were arrested again and conducted to the house of Doctor Nadres, which was being used at that times as the *Makapili* garrison. The witness went to the *Makapili* garrison and approached Captain Osi who promised that he would do his best for the release of those persons.

A third witness, Marcela Asinas, a resident of Candelaria, strongly corroborated the two previous witnesses regarding the arrest of the above-named persons and the fact that after their second arrest they have not returned to their homes and have never been seen alive again.

Count No. 2. Two witnesses were placed on the stand to testify for the prosecution in support of this charge. Clemente Vallecer, a landowner of Sariaya, stated that at about 5 o'clock in the afternoon of February 1, 1945, in company with Japanese soldiers, a group of about five *Makapilis* of the *Nacoco* Garrison, Sariaya, under the command of Captain Osi, called at his house in Sariaya. Captain Osi and two of his Filipino soldiers were each armed with a .45 caliber revolver. They took along his son Dominador Vallecer on the pretext that he was a *guerrillero*. In the morning of February 2, 1945, the witness found the body of his son in the *barrio* of Pili with 14 bayonet wounds, together with the bodies of other victims, Dr. Wenceslao Rodrigo, Dominador Lopez and Eusebio Cortez. Captain Osi, was was leading the party of soldiers who arrested and killed his son, was known to him for the previous ten years, had become the head of the *Nacoco* garrison at Sariaya sometime in January, 1945, and had under his command between 300 to 400 Filipino soldiers. The witness further stated that on another occasion, a group of *Makapili* soldiers with four Japanese soldiers arrested and killed 15 persons, residents of Sariaya.

The second witness Francisco Lopez, testifying in connection with this second count, said that he was the father of Dominador Lopez, one of those persons who were massacred by the *Makapilis* in the *barrio* of Pili on February 1, 1945. His son was arrested by pro-Japanese Filipinos including Captain Primitivo Osi, Dedoyo, Zoilo Remeyo and Florio Ortiola and brought to a nearby *barrio* and bayoneted to death. At about 8 o'clock in the evening of said day, Dominador Vallecer passed in front of his house under the custody of Primitivo Osi and his soldiers. The appellant, with whom he was acquainted since 1932, was armed with a .45 caliber revolver. His son Dominador and Dominador Vallecer were arrested on suspicion of being guerrillas. The so-called *Nacoco* garrison composed of Japanese collaborators, and organized as military group under the command of Captain Osi, without compensation commandeered foodstuffs for themselves and the Japanese members of the garrison in Sariaya and guarded the highways leading to the *población* of Sariaya to prevent the infiltration of guerrillas.

Count No. 3. Three witnesses, namely, Leonila Albiela, Urbano Javier and Marcela Asinas, who testified in support of the first count, also gave their statements in connection with this count. According to Leonila, her sons Rufino and Iñigo Javier and her nephews Bernardo and Jovito Albiela, who were arrested by the *Makapilis* under Captain Osi on suspicion of being guerrillas, and who were detained at the garrison for four days and released, to be re-arrested a few hours afterwards, by order of the appellant, were brought

by the Japanese to the municipality of Tiaong where they were killed; in fact, up to the time of the hearing of this case they have not been heard from. She also testified in connection with the burning of the houses in the business district of Candelaria, and in the *barrios* of Pahigna, Sta. Catalina and Kinatahan of the same municipality, when the *Makapili* soldiers of the appellant, with dried coconut leaves, set fire to the buildings and houses in obedience to the command of Captian Osi. The accused was also seen zonifying the town of Candelaria, on which occasion several persons were arrested, brought to the Japanese garrison and were presumed to be killed by the Japanese, because of the fact that they were never seen nor returned home.

The testimony of the second witness, Urbano Javier, is of the same tenor, it being practically a repetition of the narration made by his wife Leonila Albiela. This witness made reference, however, to the arrival of Captain Osi and his *Makapili* soldiers in December, 1944, when they fired a machine gun at the cockpit, and as a result of which, a woman on the family way, was killed.

The third witness, Marcela Asinas, confirming the declarations of Leonila Albiela and Urbano Javier, said that on February 7, 1945, six Japanese soldiers with fixed bayonets and several Filipino soldiers commanded by Captain Osi, arrested several persons including her son Ananias Dimayuga. On that occasion, appellant was armed with a .45 caliber pistol and a hand grenade. Those persons were arrested on suspicion of being *guerrilleros* and although they were released after having been detained during four days, they were immediately re-arrested, brought to Tiaong and since then have never been seen alive again or heard from.

We now come to the consideration of Count No. 4. Corazon Siscar, a public school teacher of Candelaria, testified that at about 6:30 p. m. of February 11, 1945, her husband Gregorio, together with Father Raymundo Esquinet, a Belgian priest, Isabelo Martinez, Juan Nadres and Florencio Abaca were arrested by a group of ten or eleven *Makapili* soldiers, accompanied by five Japanese soldiers under the command of Captain Primitivo Osi. Her husband Gregorio was charged with being a *guerrillero*; his hands were bound and, with his companions, was brought to the headquarters of the Japanese garrison, and then taken to the *barrio* of Taguan, Candelaria, and bayonnetted to death. She learned of the killing of her husband from her cousin Juan Maala who was made to drive a carabao cart which brought the prisoners to the place of their execution. In May, 1945, she recovered the remains of her husband in Taguan and identified the same by a wedding ring which the deceased was wearing when he was taken by the appellant and his soldiers. She also

found in the same place the remains of other victims, Father Esquinet, Isabelo Martinez and Florencio Abaca.

Luisa Arceo de Abaca, widow of Florencio Abaca, one of the victims of appellant and his soldiers, testifying about the arrest of her husband and his companions by a group of *Makapilis* under the command of appellant, said that the deceased Florencio Abaca was a *guerrillero*. Florencio and his companions were brought to the *barrio* of Taguan where they were bayoneted to death. Juan Maala who was present at the execution of Florencio Abaca and his companions informed Luisa about it and sometime after their killing, she recovered the remains of her husband and was able to identify the same by a badge which the deceased was carrying. She likewise stated that she saw the remains of Father Esquinet, Isabelo Martinez, Gregorio Siscar and Juan Nadres. Leonila Albiela, testifying in regard to this count, stated that Father Esquinet and his four companions were arrested and executed by order of appellant. Father Esquinet was executed because he was suspected of having in his possession an American flag.

The fifth count was proven by the prosecution by the testimonies given by Arcadia de Ramos and Mariano Medrano. Arcadia de Ramos, an octogenarian, declared that on February 13, 1945, in the *barrio* of Malabanban, Candelaria, she was in the house of Mariano Medrano. In the evening, three Japanese soldiers and four Filipinos with appellant Primitivo Osi raided the place and brought along Mariano Medrano and ten members of his family. The witness was left behind because she was too old to be able to walk with the party. Before leaving the premises, appellant who has given order to his men, ordered that the house of Medrano be burned and his men did it. Appellant, carrying a firearm, ordered his men that only inmates of the Medrano house be bound and as a result of that raid they arrested and took along with them Silvestre Alcantara, Maria Alcantara, Ceferino Manalo, Mariano Medrano and ten members of his family. The captives were conducted to the Japanese garrison and one week afterwards they were brought by the Japanese *Makapili* to the *barrio* of Sta. Catalina where they were killed and buried in a foxhole.

Mariano Medrano, one of those arrested in the raid conducted by appellant and his men at about 2 o'clock a. m. of February 13, 1945, testified that it was the appellant who ordered a Filipino *Makapili* soldier by the name of Abundio Belmo to tie all the inmates of the house. With the exception of Arcadia de Ramos, the rest of the family were brought by the raiders to the garrison at Pulong Niogan. During the raid, some people made an attempt to escape but were fired upon by the appellant and his companions and thus several persons were killed, including

Paulino Medrano, brother of the witness, and Genara Magpantay, his mother. They were suspected of being connected with the underground movement and before leaving the house, on orders of the appellant, the raiders burned the same. Upon reaching the *barrio* of Pulong Niogan, the raiders had already burned about 50 houses. During those operations, the appellant was on horse back and was carrying a revolver. There were about 50 captives who were bound by the hands together, and upon reaching the place, they were brought to a foxhole made near the garrison and were killed *en masse* by the Japanese and *Makapilis*. This witness was among those persons who were bound to be executed, but fortunately was able to escape before reaching the place of the execution.

Appellant, testifying in his own behalf, admitted that between 1930 and 1935, he was the secretary of the Sakdalista party under Benigno Ramos in Candelaria; he also admitted that in October, 1944, he voluntarily accepted employment as foreman No. 3 of the Japanese Nacoco in Candelaria with a monthly salary of ₱150, and acted as interpreter of the Japanese manager of the company until the arrival of the Americans. He likewise admitted having drilled the laborers of the *Nacoco* and having retreated with the Japanese officials to the Sierra Madre mountains in the Province of Laguna when the American forces came to said province.

The rest of the testimony of appellant is a denial of all the charges made against him. A defense witness, Simplicio Badillo, also an employee of the Nacoco in that locality in 1943, stated that there was a raid conducted by the Japanese in the *barrio* of Sta. Catalina, Sariaya, and as a result thereof, several residents of the *barrio* were killed and numerous houses were burned by the raiders; that the raid was conducted by the Japanese because it was suspected as hideout of the guerrilla group of one Medrano who testified for the prosecution in this case; in fact said Medrano was arrested by the raiding party on that occasion. Nevertheless, Badillo claimed that Primitivo Osi was not in the raiding party on that occasion. The testimony of Badillo was corroborated by Pedro Luna, a relative of appellant who stated that Primitivo Osi was not in the group.

As will be seen from the above, the main defense of this appellant consists of mere denials of appellant's participation in the treasonous acts imputed to him in the five charges; and appellant, believing that he had succeeded in side-stepping the imputations made against him by the prosecution, rested his case. As aptly remarked by the Solicitor General, it is well established in the law of evidence that affirmative testimony is stronger than negative. (*De Gala vs. De Gala*, 42 Phil., 771.) In the case at bar, our detailed examination of the testimonies given by the wit-

nesses for the prosecution convince us that they were telling the truth and the facts established by their respective testimonies clinch the case against this appellant.

It follows, therefore, that appellant has failed to substantiate his claim that the lower court erred in its findings. On the contrary, the evidence strongly show not only the adherence of this appellant to the enemy, but also his having given him aid and comfort in the municipality of Candelaria in the manner and form described by more than two witnesses who testified against him in each of the five counts. (*People vs. Adriano*, 44 Off. Gaz., 4300; *Cramer vs. U. S.*, 65 Sup. Ct., 918.)

In view of the above premises, we hereby affirm *in toto* the judgment of the lower court, with costs.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Reyes, JJ., concur.

MORAN, C. J.:

Mr. Justice Parás voted for the affirmance of the judgment appealed from, but, on account of his being on leave at the time of the promulgation of this opinion, his signature does not appear herein.

Judgment affirmed.

[No. L-2725. February 27, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
ERNESTO SEBASTIAN Y PANGILINAN (*alias* ERNING)
and MAURO PANGILINAN Y SALTA, defendants. MAURO
PANGILINAN Y SALTA, appellant.

1. CRIMINAL LAW; ROBBERY; WHEN COMMITTED WITH VIOLENCE OR INTIMIDATION AGAINST PERSON, ARTICLE 294, REVISED PENAL CODE, GOVERNS.—Where robbery, though committed in an inhabited house, is characterized by intimidation, this factor supplies the controlling qualification, so that the law to apply is paragraph 5 of article 294 as amended and not article 299 of the Revised Penal Code.
2. ID.; ID.; PLEA OF GUILTY WHEN NOT CONSIDERED AS MITIGATING CIRCUMSTANCE.—A plea of guilty not entered until after the offended party has already testified may not be appreciated as a mitigating circumstance.

APPEAL from a judgment of the Court of First Instance of Manila. Macadaeg, J.

The facts are stated in the opinion of the court.

Alberto R. de Joya for appellant.

Solicitor General Felix Bautista Angelo and *Solicitor Martiniano P. Vivo* for appellee.

REYES, J.:

This is an appeal from a judgment of the Court of First Instance of Manila, convicting appellant of robbery.

Appellant was, together with his co-accused in the court below, charged with robbery in an inhabited house, committed, in the language of the information, as follows:

"That on or about the 5th day of September, 1948, in the City of Manila, Philippines, the said accused conspiring and confederating together and helping each other, and at night time purposely sought to better accomplish their ends, did then and there wilfully, unlawfully and feloniously enter house No. 179 Simon Street, in said City, inhabited by Mr. and Mrs. Jose Rivera and by means of threat and intimidation, to wit: by pointing a .45 caliber pistol at the said Mr. and Mrs. Jose Rivera and that they will be shot if they will make a false move, and with intent of gain and without the consent of the owner thereof, took, stole and carried away cash money amounting to P28, one palm beach trousers, one knitted skipper color green, one white polo shirt, two pairs of men's shoes, one white and other tan, one gold lady's ring with one diamond, two electric flat irons (GE) and one eversharp fountain pen, all valued at P537.30, belonging to the said Mr. and Mrs. Jose Rivera, to the damage and prejudice of the said owner in the said amount of P537.30, Philippine currency.

"Contrary to law."

Upon arraignment, appellant pleaded not guilty to the above information, but he changed the plea to that of guilty after hearing the testimony of the offended party, whereupon the lower court convicted him of robbery under article 299 of the Revised Penal Code, as amended by section 7, Republic Act No. 18, and taking into consideration his plea of guilty, sentenced him to an indeterminate penalty of 6 years and 1 day of *prisión mayor*, as minimum, to 12 years and 1 day of *reclusión temporal*, as maximum, and pay indemnity and costs

The appeal raises only a question of law, and we agree with both the Solicitor General and the attorney *de oficio* that the lower court erred in convicting appellant under article 299 of the Revised Penal Code, as amended, and in applying to him the penalty therein provided. Aside from the fact that the information to which appellant pleaded guilty does not allege that the robbery was committed under any of the circumstances enumerated in said article, such as entering the house through an opening not intended for entrance or egress, the breaking of doors, etc., it is now settled that where robbery, though committed in an inhabited house, is characterized by intimidation, this factor "supplies the controlling qualification," so that the law to apply is article 294 and not article 299 of the Revised Penal Code. This is on the theory that "robbery which is characterized by violence or intimidation against the person is evidently graver than ordinary robbery committed by force upon things, because where violence or intimidation against the person is present there is greater disturbance of the order of society and the security of the individual." (U. S. *vs.* Turla, 38 Phil., 346; People *vs.* Baluyot, 40 Phil., 89.) And this view is followed even where, as in the present case, the penalty to be applied under article 294 is

lighter than that which would result from the application of article 299. (See last case cited.) In accordance with this view, appellant should have been declared guilty of robbery under paragraph 5 of article 294 of the Revised Penal Code, as amended by Republic Act No. 18, since the charge to which he pleaded guilty alleges robbery through intimidation of persons. His criminal liability is aggravated by the circumstances of nocturnity and dwelling and not mitigated by his plea of guilty, which was not entered until after the offended party had already testified. (Art. 13, No. 7, Rev. Penal Code; *People vs. Co Chang*, 60 Phil., 293; *People vs. De la Cruz*, 63 Phil., 874; *People vs. Herminio*, 64 Phil., 403; *People vs. Bawasanta*, 64 Phil., 409.)

The penalty prescribed for the offense committed is *prisión correccional* in its maximum period to *prisión mayor* in its medium period, which, because of the presence of two aggravating circumstances, should be applied in its maximum degree, or from 8 years and 21 days to 10 years of *prisión mayor*. Applying the Indeterminate Sentence Law, appellant should be sentenced to an indeterminate penalty of not less than 4 months and 1 day of *arresto mayor*, nor more than 4 years and 2 months of *prisión correccional*, as minimum, and not less than 8 years and 21 days nor more than 10 years of *prisión mayor*, as maximum.

Wherefore, modifying the judgment appealed from in so far as appellant is concerned, he is hereby declared guilty of robbery under paragraph 5 of article 294 of the Revised Penal Code, as amended, and sentenced to an indeterminate penalty of 4 years and 2 months of *prisión correccional*, as minimum, to 10 years of *prisión mayor*, as maximum; jointly and severally with his coaccused to indemnify the offended party in the sum of ₱39.50; and to pay proportionate costs.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Torres, JJ., concur.

Judgment modified.

[No. L-2730. February 27, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
ERNESTO AQUINO, defendant and appellant

1. CRIMINAL LAW; SERIOUS PHYSICAL INJURIES THROUGH RECKLESS IMPRUDENCE; PLEA OF GUILTY; POWER OF COURT TO ASCERTAIN TRUE FACTS FROM ACCUSED.—The accused having answered the question voluntarily, he can not now contend that he was compelled to testify against himself. It is well settled that the trial judge has discretion to ascertain the true facts before rendering judgment against an accused who has pleaded guilty.
2. ID.; ID.; CRIMES COMMITTED UNDER SPECIAL LAWS, PROVISIONS OF REVISED PENAL CODE DO NOT APPLY.—The provisions of the Revised Penal Code, pursuant to its article 10 do not apply to crimes committed and punishable by special laws.

3. ID.; ID.; AUTOMOBILE LAW AS TO CRIMINAL NEGLIGENCE HAD SUPERSEDED ARTICLE 365 OF REVISED PENAL CODE.—The Automobile Law (Act No. 3992) approved on December 3, 1932, after the enactment of the Revised Penal Code which took effect on the first of January, 1932, has superseded the provisions of article 365 of said code in cases of offenses resulting from criminal negligence of the offender while operating a motor vehicle.
4. ID.; ID.; PLEA OF GUILTY; SICKLY CONDITION OF ACCUSED; MITIGATING CIRCUMSTANCE.—The court cannot take judicial cognizance of the sickly condition and appearance of the accused at the trial, because his plea of guilty dispensed with the necessity of taking any evidence to substantiate the allegations of the information. Neither the sickly condition of accused can be considered as a mitigating circumstance.

APPEAL from a judgment of the Court of First Instance of Manila. Castelo, J.

The facts are stated in the opinion of the court.

Carlos Perfecto and *G. Viola Fernando* for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Pacifico P. de Castro* for appellee.

TORRES, J.:

Defendant-appellant herein was indicted in the Court of First Instance of Manila on an information which charged him with serious physical injuries through reckless imprudence, committed in the City of Manila on the 27th day of March 1948. Upon arraignment on April 19, 1948, he pleaded not guilty, but through representations made by counsel that appellant, who was a student, be permitted to finish "the present semester of the school year before entering jail," the hearing of his case was postponed to January 4, 1949.

On that date, the accused withdraw his former plea of not guilty and, soon after the reading for the second time of the information filed against him, entered a plea of guilty. In view thereof, and in answer to a question by the court, the accused having stated that on March 27, 1948, he drove the motor vehicle mentioned in the information, without license, with the recommendation of the prosecution, and pursuant to the provisions of paragraph (d) of section 67 of Act No. 3992, the court, on January 4, 1949, sentenced him to imprisonment for one year, and to pay the costs.

On the same date of the judgment, and without objection of the fiscal, the accused moved for the reconsideration thereof, praying that in view of his voluntary plea of guilty "a lighter indeterminate sentence" be given him. Said petition for reconsideration was set for hearing on January 10, 1949, but, on the same date, defendant filed a notice of appeal. The record shows that when this case was before the lower court for the hearing of the motion

for reconsideration, the accused, either by himself or his lawyer, failed to appear and the court, having lost jurisdiction to act, by reason of the appeal, on said motion for reconsideration, denied the same on January 10, 1949.

In his brief the accused assails the correctness of the judgment of the lower court on the ground that the latter erred: (1) in not taking into consideration "the sickly condition and appearance of the accused at the trial," and in imposing upon him "a rather heavy and excessive penalty not commensurate with the offense committed;" (2) in "questioning the accused notwithstanding the fact that he had pleaded guilty only to the charge or offense as alleged and set forth in the information, which in effect compelled the accused to testify against himself"; and (3) in imposing an unusually heavy penalty on the accused contrary to the usual and generally accepted practice in the courts on similar offenses.

The brief of the accused contains a statement wherein he recites facts which are not alleged in the information, and which we, for obvious reasons, cannot consider reliable. As already stated, upon his withdrawal of the plea of not guilty and his plea of guilty, no evidence was taken at the hearing of this case in the lower court. His plea of guilty is an admission of all the allegations and facts set forth in the information which reads:

"That on or about the 27th day of March, 1948, in the City of Manila, Philippines, the said accused, being the driver and person in charge of civilian Jeep bearing Plate No. 2783 with defective brakes, did then and there willfully and unlawfully drive, operate and manage the same in a reckless, negligent and imprudent manner westward along Legarda St., in said City, by then and there giving the said vehicle a speed greater than was reasonable and proper under the circumstances, and by not taking the necessary precautions to avoid damage to property and accident to persons, causing as a consequence of his said recklessness, imprudence and lack of precautions the said vehicle so driven, operated and managed by him to hit, as in fact it hit, one Dimas Serrano who was at the time boarding civilian Jeepney bearing Plate No. TPU-14383 parked in front of House No. 613 Legarda, thereby inflicting upon the said Dimas Serrano physical injuries, to wit: (1) Fracture, simple, pertrochanteric, femur, right with varus deformity; (2) Wound lacerated, antero-medial ankle, left, which have required and will require medical attendance for a period of from six to eight months and which have incapacitated and will incapacitate him from performing his customary labor for the same period of time."

As may be seen, the latter part of the information which describes the nature and seriousness of the physical injuries inflicted by appellant upon Dimas Serrano, and which "required and will require medical attendance for a period of from six to eight months and which have incapacitated and will incapacitate him from performing his customary labor for the same period of time," have undoubtedly

guided the court in imposing upon this appellant the penalty of one year of imprisonment.

Appellant criticizes the lower court in questioning him as to whether or not he had a license to drive a motor vehicle. But the accused having answered the question voluntarily, he cannot now contend that he was compelled to testify against himself. It is well settled that, in cases like the one before us, the trial judge has discretion to ascertain the true facts before rendering judgment against an accused who has pleaded guilty. (Sec. 5, Rule 140, Rules of Court; *U. S. vs. Talbanos*, 6 Phil., 541; *U. S. vs. Rota*, 9 Phil., 426; *U. S. vs. Agcaoili*, 31 Phil., 91; *U. S. vs. Jamad*, 37 Phil., 305.)

Moreover, the court could not have taken judicial cognizance of the sickly condition and appearance of the accused at the trial of this case, because, as stated above, his plea of guilty dispensed with the necessity of taking any evidence to substantiate the allegations of the information. Neither his alleged sickly condition and appearance (art. 13, par. 9, Rev. Penal Code), as exemplified by a medical certificate Exhibit A annexed to the supplementary petition for reconsideration of the judgment, can have any bearing on the instant case as a mitigating circumstance. This accused is charged and convicted of a violation of a special law (Act No. 3992, The Revised Motor Vehicle Law) and the provisions of the Revised Penal Code are, pursuant to its article 10, not, therefore, applicable thereto.

Upon carefully viewing this case, we are of the opinion that if appellant was really in such physical condition, as is described in said Exhibit A, he should not have driven that civilian jeep "with defective brakes," along Legarda street of this City, and thus violated the provision of paragraph (d) of section 67 of Act No. 3992. This law, approved on December 3, 1932, after the enactment of Act No. 3813 (The Revised Penal Code) which took effect on the 1st day of January 1932, has superseded the provisions of article 365 of the Revised Penal Code in cases of offenses resulting from criminal negligence of the offender while operating a motor vehicle; the purpose of the lawmaker being to curb such violations by prescribing therefor a more severe penalty than that provided by the Revised Penal Code for ordinary cases of reckless imprudence.

Premised on all the foregoing, we, therefore, modify the judgment appealed from in the sense that the penalty imposed upon this appellant shall consist of an indeterminate penalty, ranging from six months and one day to one year and six months of imprisonment. With costs.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Reyes, JJ., concur.

Judgment modified.

[No. L-3592. February 27, 1950]

Testate estate of Alexander I. Bachrach. ANNE B. BACH-RACH, executrix, petitioner, *vs.* RAFAEL AMPARO and Intestate estate of VALENTIN DESCALS by its Administrator IGNACIO PLANAS, respondents.

JUDGMENT, FINAL; MORATORIUM LAW; WAIVER; PAYMENT OF PROMISSORY NOTE WITH DEBTOR'S CONSENT.—Inasmuch as the executrix recommended payment of the note and the order of payment based on such recommendation has become final and outstanding for several years, the moratorium may not now be invoked, her action being a waiver thereof, which may not be withdrawn at will.

ORIGINAL ACTION in the Supreme Court. Certiorari and prohibition.

The facts are stated in the opinion of the court.

Gibbs, Gibbs, Chuidian & Quasha for petitioner.

Ramirez & Ortigas for respondents.

BENGZON, J.:

This is a petition to annul the order of the respondent judge of December 28, 1949, ordering the herein petitioner as executrix of the deceased Alexander I. Bachrach to pay, within ten days, the claim of Valentin Descals arising out of a promissory note Exhibit A, executed on January 23, 1945 by said Alexander I. Bachrach in words as follows:

"Pagare a Don Valentin Descals o a su orden a su requerimiento no antes de ciento veinte (120) dias despues de firmada la paz entre el Japon y los Estados Unidos de America la cantidad de pesos siete mil quinientos (P7,500) moneda filipina corriente, valor recibido del mismo a mi entera satisfaccion.

"Manila, 23 Enero 1945.

"Testigo:

"(Fdo.) CARLOS OTEYZA

(Fdo.) A. BACHRACH."

The petition is based upon the moratorium law.

It appears that subsequent to the execution of the above note Alexander I. Bachrach died; that in the proceedings to settle his estate in the Manila Court of First Instance Anne B. Bachrach, the herein petitioner, was named executrix; that Valentin Descals filed therein his claim represented by the note; that at the hearing of February 28, 1946 "the executrix through her counsel" recommended "favorably the payment of the promissory note Exhibit A", and pursuant to such representations, the Honorable Buenaventura Ocampo, Judge, on July 1, 1946, ordered the payment of the sum of P7,500 to Valentin Descals in due course of administration; that subsequently Valentin Descals died; that on January 11, 1949 his administrator, the respondent Ignacio Planas, asked the court that the executrix be ordered to pay the above-mentioned

promissory note; that the executrix objected alleging two defenses, namely, (1) that the obligation of the deceased Bachrach was payable only after the signing of the treaty of peace with Japan, which so far has not been signed and (2) the moratorium orders and laws; that on February 1, 1949 the respondent judge, acting in Manila, overruled the objection and ordered the payment of the promissory note inasmuch as the order of July 1, 1946, had become final and executory more than two years before; that this last order likewise acquired finality through the failure of petitioner to appeal in due time, the order disapproving her record on appeal having been entered on December 13, 1949; that on December 16, 1949, petitioner filed a motion to suspend the payment of the note and the enforcement of the order of February 1, 1949, invoking the moratorium orders; that the respondent judge denied the petition and reiterated the order of payment giving the executrix ten days within which to comply. Hence this petition.

This court is unanimous in the opinion that inasmuch as the executrix recommended payment of the note and the order of payment based on such recommendation has become final and outstanding for several years, the moratorium may not now be invoked, her action being a waiver thereof, which may not be withdrawn at will.

And although relief might possibly be extended under Rule 38 if it is proved that her waiver was made through mistake etc., her failure to appeal the orders denying her petition based on such grounds precludes the grant of any remedy along that line at this stage of the proceedings.

The order of the respondent judge will stand. The petition is denied, with costs.

Moran, C. J., Ozaeta, Pablo, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

Petition denied.

[No. L-2043. February 28, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. ALEJANDRO CARILLO Y ALMADIN ET AL., defendants.
ALEJANDRO CARILLO Y ALMADIN and TORIBIO RAQUENIO
Y PITAS, appellants.

1. CRIMINAL LAW; ROBBERY WITH HOMICIDE AND ATTEMPTED RAPE; EVIDENCE; MISTAKE IN IDENTITY OF ROBBER NOT SUFFICIENT TO DIVEST WITNESS' TESTIMONY OF PROBATORY VALUE; CASE AT BAR.—Considering that L and his companion were held up at night, although with moonlight, and that the robbers were unknown to him, his testimony alone as to their identity would not be sufficient to convict the appellants, for his identification of them under the circumstances could not be absolutely relied upon, as indeed he at first mistook M for C in view

of some resemblance between the two. It was, however, undoubtedly a mistake in good faith, not indicative of a will to prevaricate and not sufficient to divest his testimony of probatory value as to the identity of the appellants, if we consider it, as we must, together with the rest of the evidence in this case.

2. ID.; ID.; ID.; CONFESSIONS IN CONFORMITY WITH REALITY, ALTHOUGH SUBSEQUENTLY DENIED, WEIGHT AND VERACITY OF.—The confessions contain information which could not have been known before by the police and which tallies with and is corroborated by other evidence against them, besides uncovering other incriminating evidence. No one can doubt the veracity of a statement that turns out to be in conformity with the reality. If a person tells the police that he killed an individual with a revolver after robbing him of his watch and that he buried his victim at a certain place and hid the revolver in another place and delivered the watch to another person, and if the police finds the corpse in the place indicated by the killer and identifies it as that of the victim, and finds the revolver in the other place mentioned by the confessed killer and also recovers the watch from the person to whom the killer said he had delivered it, it would be impossible not to believe the statement of the killer even if he should subsequently deny it. What could not be believed is such denial.
3. ID.; ID.; ACCUSED IS A DANGEROUS ENEMY OF SOCIETY; IMPOSITION OF HIGHEST PENALTY JUSTIFIED.—A. C. has proved himself to be a dangerous enemy of society. The latter must protect itself from such enemy by taking his life in retribution for his offense and as an example and warning to others. In these days of rampant criminality it should have a salutary effect upon the criminally minded to know that the courts do not shirk their disagreeable duty to impose the death penalty in cases where the law so requires.

APPEAL from a judgment of the Court of First Instance of Manila. Natividad, J.

The facts are stated in the opinion of the court.

Lino B. Azicate for appellants.

Solicitor General Felix Bautista Angelo and *Assistant Solicitor General Inocencio Rosal* for appellee.

PER CURIAM:

On June 4, 1947, between 8 and 9 p.m., Emma Foronda-Abaya and her friend Marcelino Lontok, Jr., while walking side by side on Pampanga street, Manila, on their way home from the Far Eastern University, were held up by two men, each at the point of a pistol, and were robbed of their personal belongings consisting of the following:

One Bulova wrist watch valued at	P 50.00
One smoked glass with gold rim valued at	25.00
One Parker fountain pen valued at	25.00
Cash amounting to .....	.40
Total	P100.40

belonging to Marcelino Lontok, Jr., and

One gold bracelet valued at	P 35.00
One Elgin wrist watch valued at	80.00
One umbrella valued at	15.00
Cash in loose change	1.00
Total	P131.00

belonging to Emma Foronda-Abaya.

After robbing Emma, one of the two robbers took her to a secluded place, vacant lot south of the street, and then and there hugged her, kissed her on the lips, laid her down face upward on a log, and after pulling down her drawers placed himself on top of her with intent to satisfy his lust. In the meantime the other robber was holding Marcelino Lontok, Jr., at the point of a pistol at a distance of about eight meters from the place where Emma was being ravished. Emma cried for help, saying, "Junior, pity me!" But Marcelino Lontok, Jr., was threatened by his captor with bodily harm if he should move to help her. The satyr did not succeed in raping his victim because she valiantly resisted and in the course of the struggle both of them fell on the mire beside the log. At that precise moment the other robber left Marcelino and approached his companion, telling him to stop and inviting him to leave the place. Marcelino escaped to seek help. At a distance of about 15 meters he heard two shots. When later in the same evening he returned to the place with a police patrol, they found Emma dead, her chest and abdomen pierced by two bullets. Two empty shells were found at the scene of the crime.

The Detective Bureau of the Manila Police Department mobilized its forces to discover the authors of the crime. They got the first tangible clue on the morning of June 10 when Detective Leaño and Marcelino Lontok, Jr., recovered the latter's Bulova wrist watch from a peddler who was offering it for sale in front of the Ideal Theater on Rizal Avenue. The peddler, a colored American named Samuel Rhones, said that he had received the watch from one Jacinto Cornel, *alias* Wy Teng Seng, to sell. Jacinto Cornel told the detective that he had received the watch from one Salvador Custodio. The latter in turn said that he had bought it from a man called Big Boy, who turned out to be Brigido Carlos. Brigido Carlos said that the watch had been given to him in payment of a debt by a man whom he knew by the name of Visaya and who had a stall at the foot of Quezon Bridge. Visaya's real name turned out to be Saturnino Macawile. The latter at first denied having had anything to do with the watch, but after further investigation he admitted having delivered it to Brigido Carlos, *alias* Big Boy. At first he said he had bought the watch from a small boy about three years old;

but after further questioning he said he had bought it from a fellow with tattoos on both arms, on the chest, and on the legs. Finally he revealed the identity of the mysterious seller as one known by the name of Romy. In view of his possession of the stolen watch, and because of his evasive answers as to its origin, Saturnino Macawile was suspected as one of the robbers. Indeed Marcelino Lontok, Jr., thought so at first. An information was therefore filed against Saturnino Macawile and John Doe on June 14, 1947, for the crime in question.

Subsequently, however, the detectives succeeded in establishing the identity of Romy as that of an ex-convict whose real name was Alejandro Carillo, *alias* Romy *alias* Iwahig. They went to the New Bilibid Prison in Muntinlupa, where they found his prison records and his photograph. His records show that he was convicted of robbery in an inhabited house in criminal case No. 63494 of the Court of First Instance of Manila, sentenced to 4 months and 1 day of imprisonment as minimum and 2 years, 4 months, and 1 day as maximum, and commenced to serve his sentence on June 27, 1941. On January 4, 1942, he was released on conditional pardon. In August, 1942, he was again convicted of robbery in an inhabited house in criminal case No. 511 and sentenced to 6 months' imprisonment as minimum and 2 years, 11 months, and 10 days as maximum, plus subsidiary imprisonment. He was also made to serve the unserved portion of his first sentence, he having violated the condition of his pardon. He was released from prison upon the expiration of his sentence on August 30, 1946. (Exhibit G.)

After thus ascertaining the identity of Romy, the detectives' next task was to find and arrest him. They discovered that he left Manila on a boat bound for Tacloban, Leyte, on June 8, 1947. Three detectives were dispatched to Tacloban, where they found and arrested Alejandro Carillo in the public market on June 23, 1947. He was at first brought to the police station of Tacloban, where he admitted verbally that he was the one who shot Emma Foronda-Abaya.

On the afternoon of June 24, 1947, Alejandro Carillo was interrogated by Detective D. Lapiña in the presence of Detective L. O. Garcia in the office of the Manila Detective Bureau, the questions propounded to him in Tagalog and his answers having been reduced to writing by Stenographer D. B. Ferrer. He gave his name and personal circumstances as follows: Alejandro Carillo y Almadin, 23 years old, single, a native of Tacloban, Leyte, painter, and a resident of Magallanes Avenue, Tacloban, Leyte. He declared that he resided first at 1472 Calavite, La Loma, Rizal, up to 1943 and then at 13 Esperanza, Quiapo, Manila; that he left Manila for Tacloban on June 8, 1947, because he hap-

pened to commit a crime. Answering further questions, he revealed that on the evening of June 4, 1947, about 8.30, he shot a woman on Aurora Avenue. We quote from his answers the following:

"On June 4, 1947, I was at 1472 Calavite at 5 p. m. Frank and I drank gin. At 8 p. m. we went out and walked on Aurora Avenue. While we were walking we met two persons, a woman and a man. We held them up and took them to a dark place. I took the watch of the man. After that I took hold of the woman and took off her drawers. The woman screamed. I pulled her to a muddy place. The woman pushed me. I also pushed her and then fired two shots at her. Afterwards Frank and I left and we separated. I slept at the Blue Dahlia Hotel. Four days after the woman had been killed, I went to Leyte to the house of my sister on Magallanes Avenue."

He said he had known Frank since May 2, 1947; that Frank did not tell him his full name but that Frank told him that he lived on San Juan street, Pasay, Rizal, and that he was a private detective; that on the night in question he was carrying a .45 caliber pistol and Frank, a Japanese Luger. He gave further details of the commission of the crime as follows:

"I took the watch of the man and Frank took the watch of the woman; I told Frank to watch the man. I approached the woman, and when I saw that she was pretty I intended to have carnal knowledge of her; so I took her to a yard and laid her on a log under banana trees. I kissed her on the mouth, pulled down her drawers, grasped her breasts and laid her on the log. She screamed and struggled, so we fell into the mud. When I got up, my feet sank into the mud; I got sore and took my pistol and shot her twice."

He further revealed that when the woman screamed, she called "Junior" in a loud voice; that he sold the man's watch for ₱11 to Nonoy Macawile, whom he identified then and there as the accused Saturnino Macawile, and who according to him was his housemate at 13 Esperanza, Quiapo; that he sold the watch to Macawile near the Quezon Bridge in Quiapo the day after the crime; that Macawile had been his housemate for about two years; that Macawile knew him by the name of Romy only; that Macawile did not know that the watch had been stolen from the man he and Frank held up; that he learned from the newspapers that the victims of the robbery he committed on June 4 were Emma and Lontok. He was shown the Bulova watch Exhibit D, and he identified it as the same watch he had taken from Lontok. He ratified that when he was arrested on June 23 in Tacloban he admitted before the local chief of police that he was the one who had shot Emma Foronda-Abaya. He also revealed that when he was seven years old he was confined in the Welfareville Training School for theft, and that in 1939 and 1941 he was sentenced and incarcerated in Muntinlupa for robbery. After his declaration was put in writing, he

signed it and then ratified it under oath before Assistant City Fiscal Julio Villamor. (Exhibit H.)

The detectives ascertained the identity of Frank mentioned by Alejandro Carillo to be Toribio Raquenio, who was apprehended on the night of June 25, 1947, and who on the evening of June 28, 1947, was subjected to interrogatories by Detective Tomas A. Calazan of the Manila Detective Bureau in the presence of Detective J. Senen. He gave his name and personal circumstances as Toribio Raquenio y Pitas, *alias* Torin *alias* Frank, 37 years of age, single, jobless, a native of Cabugao, Ilocos Sur, and residing at 55 Main street, Sampaloc, Manila. The following is an excerpt from his answers to the interrogatories:

"I am a graduate of public grammar school (seventh grade graduate) at Stockton, California, in the year 1932. At the age of eighteen I went there to work and engaged in cutting asparagus and lettuce in Salinas and Stockton, California, earning \$7 a day. In July, 1946, desirous of seeing my parents and relatives, I returned to the Philippines on the s.s. *Marine Lanes*, paying P400 for my fare. After staying a few months in my home province, I came to Manila and stayed in the house of my uncle Jesus Acosta at 73 Nacar, San Andres, Manila. I left the house of my uncle on the 1st day of June, 1947, and went to reside at 55 Main street, Sampaloc, Manila, up to the time of my present arrest. I have been jobless since I arrived in Manila. In May, I happened to meet one James Lavalley at the Cosmos Restaurant on the corner of Azcarraga and Rizal Avenue and he invited me to live with him in his house at 55 Main street, Sampaloc, after learning that I was looking for a house to live in. A week later I became acquainted with one Romy while I was at the Star Restaurant on Azcarraga street. Since then I have met him several times: once at the Central Hotel, corner of Azcarraga and Rizal Avenue, and later in the house of Simeon Madayag at 1472 Calavite, La Loma; then at the Cosmos Restaurant and again in the house of Simeon Madayag; then in the Aroma Cafe near the corner of Rizal Avenue and Azcarraga. The last meeting was on the afternoon of June 4, 1947. Romy invited me to drink beer and gin at the Star Restaurant after I had met him at the Aroma Cafe. About 6 p. m. of that day, June 4, 1947, we proceeded to the house of Simeon Madayag on Calavite street, and there Romy ordered again for alcoholic drinks, and we drank in the house in the presence of an old woman. After drinking, Romy invited me to a walk after showing me his .45 caliber pistol stuck at his belly. Knowing him to be armed, I looked for the .38 caliber Japanese Luger which Madayag used to hide underneath the piles of their clothes inside their unlocked dresser. Fortunately I found the said firearm, so I took it without the knowledge of its owner, Simeon Madayag. I became acquainted with Simeon Madayag thru my uncle. I learned that Simeon Madayag was the chief of police of Muñoz, Nueva Ecija, from his sister-in-law Viring. Romy and I boarded a bus in La Loma, heading for Santa Cruz, Manila, and upon reaching the crossroads near the Chinese Hospital, we alighted and walked northward on Aurora Avenue. While walking Romy told me that we were going to hold up any passers-by and not long afterwards he was in pursuit of two persons, one a girl and the other a man. He held them at the point of his pistol upon reaching a street corner. I then walked towards them and held the man at the point of my gun and took his wrist watch which I put inside the left breast pocket of my polo shirt. I con-

tinued holding the man while my companion Romy held up the girl at the point of his pistol. They passed alongside us heading southward until they (Romy and the girl) reached the log lying on one side of the street. I did not notice what they were doing as I kept holding my man, the companion of the girl. We were at a distance of about five meters from them. I then heard the girl screaming, so I told Romy, 'That is enough; pity her.' I noticed then that my man was moving away. I did not stop my man from going away but instead approached Romy, whose victim was calling for 'Junior,' her companion. I told Romy to stop and leave the place. While I was about ten meters away from them (from Romy and the girl) I again heard the suppressed cry of the girl and simultaneously I heard two successive shots fired from the direction of Romy and the girl. I continued my pace in haste southward while I noticed that Romy was following me. Upon reaching the street corner which I found this morning to be that of Oroquieta and Bulacan, we separated from each other, Romy heading towards Rizal Avenue while I went to La Loma and returned the .38-caliber Japanese Luger to Simeon Madayag. Madayag was surprised to know that I took his firearm and he asked me for an explanation. I told him that I was drunk, not even telling him about the crime Romy and I committed on that particular night. Afterwards I left for my home in Sampaloc. The wrist watch which I forcibly took from the man was given by me to Romy on that same night of our robbery, while we were about to separate at the corner of Bulacan and Oroquieta streets. I do not remember whether I have taken some other articles from our victims, as I was drunk at that time. I did not tell anybody about the crime I committed with Romy on that night of June 4 because I was afraid of the relatives of the victims and of the police. I met Romy again yesterday morning, June 28, when I was made to confront him in that office of the other building (pointing to the office of Captain Tenorio in the Bilibid Compound). There he is (pointing to Alejandro Carillo y Almadin, *alias* Romy *alias* Romeo Reynaldo *alias* Amado Vergel). Although the place was dark at that time, I was able to recognize the man whom I held up at the point of my gun on account of his proximity to me. There is the man (pointing to Marcelino Lontok, Jr.). I could hardly recognize the girl because she was led away by Romy, but the memory of her features is still fresh in my mind, specially when she was in a reclining position on the log while Romy was stooping over her." (Exhibit E.)

On the afternoon of June 29, 1947, Alejandro Carillo was further interrogated by Detective J. P. Senen in the presence of Detective T. Calazan, and he then and there pointed to and identified Toribio Raquenio as the same man whom he knew as Frank, "who was my companion when we held up a couple at the corner of Pampanga and Oroquieta on June 4, 1947." The following is an excerpt from his answers to the questions propounded by Detective Senen:

"The gun I used in the holdup was left by me in the possession of Simeon Madayag of 1472 Calavite, La Loma, Quezon City. I left it with him on June 7, 1947, before I left Manila for Leyte. That gun is mine. I bought it from a friend of mine who is already dead. It is a .45 caliber Colt pistol. I left it with Madayag because he is the only one I trust to take care of it. Aside from that, I had to leave it with him because I was afraid I would be searched on the boat when I went home to Leyte. I have known

Madayag since April, 1947, the same day I became acquainted with Frank. The only article I took from my victims was the watch of the girl (Emma), but I think I dropped it when she resisted when I tried to rape her. The watch of Lontok came to my possession because Frank gave it to me. I do not know where the other articles taken from our victims are now. As far as I know, the gun used by Frank during the holdup was his, but I do not know where he got it. I do not know where Madayag is now. As to my educational attainment, I finished the sixth grade." (Exhibit F.)

After Alejandro Carillo and Toribio Raquenio had confessed as above narrated, and as part of the investigation, they were taken by the detectives on June 29, 1947, together with Marcelino Lontok Jr., to the scene of the crime, which was ascertained to be the corner of Pampanga and Oroquieta streets. Then and there they re-enacted the crime with a policewoman impersonating Emma. Photographs of the re-enactment were taken and introduced in evidence during the trial. (Exhibits B-8, B-9, and B-10.)

After apprehending and investigating Alejandro Carillo and Toribio Raquenio the fiscal, on July 1, 1947, amended the information in this case by dropping John Doe and charging Alejandro Carillo and Toribio Raquenio as principals of the crime of robbery with homicide and with attempted rape and Saturnino Macawile as accessory after the fact.

Simeon Madayag, of 1472 Calavite, La Loma, Quezon City, mentioned by Alejandro Carillo and Toribio Raquenio in their confessions, turned out to be a secret agent of the Department of the Interior. When he went to that Department on July 1, 1947, to surrender, according to him, the .45 caliber pistol which he said had been left with his wife by Alejandro Carillo, he was informed that the Manila Detective Bureau wanted him for investigation. He was immediately taken thereto and asked whether the pistol in question was really in his possession. He answered in the affirmative and then and there surrendered it to Detectives Calazan and Senen.

Said pistol (Exhibit I) and the two empty shells found at the scene of the crime (Exhibits J and J-1) were delivered to the National Bureau of Investigation for test and examination by Ballistics Expert Edgar Bond of that Bureau to determine whether the said pistol was the same gun from which the two shells had been fired. Mr. Edgar Bond fired three shots from the pistol Exhibit I in order to obtain therefrom the test shells Exhibits K, K-1, and K-2. He then examined the two sets of shells under a comparison microscope and found from the congruent lines thereof that the two shells Exhibits J and J-1 had been fired from the pistol Exhibit I. The congruences of the two sets of shells are graphically shown in Exhibits L, L-1, and L-2, entitled "Ballistics Microphotographic Chart," prepared by Ballistics Expert Edgar Bond and explained by him during

the trial. He also made a written report (Exhibit M) on the result of his ballistics examination, wherein he established the conclusion that the two shells Exhibits J and J-1 were fired from the pistol Exhibit I.

Marcelino Lontok, Jr., one of the offended parties, testified during the trial to the facts set forth in the first two paragraphs of this decision. He also identified the two appellants Alejandro Carillo and Toribio Raquenio as the robbers, saying that it was a moonlit night and that he was able to see their features. He admitted on cross-examination that at first he pointed to the original defendant Saturnino Macawile (in lieu of Alejandro Carillo), but explained: "As you will see from these two accused, there is semblance between the two, specially when Carillo's hair was still long and not cropped." He further testified that of the articles taken from him on the night in question he had been able to recover the watch (Exhibit D) in the manner and under the circumstances narrated in the third paragraph of this decision. He said that he was sure that it was the same watch that had been stolen from him because "just below the secondary dial, on the face of the watch, there is a small crack on the glass," and "in the spring balance on the back there are some scratches."

Simeon Madayag, of 1472 Calavite, La Loma, Quezon City, testified during the trial in substance as follows:

"I know Alejandro Carillo because he used to go to my house once in a while in May and June, 1947. He wanted to court my sister-in-law. I know also Toribio Raquenio because he used to go to my house sometimes with Romy (Alejandro Carillo) and one named Nestor; they used to go there about three times a week. The Japanese pistol Exhibit N was the service pistol issued to me by the Department of the Interior in my capacity as secret agent of said Department, and that pistol was defective. I gave it to my wife and secured another permit for a .45 caliber pistol. On June 4, 1947, that pistol was placed by my wife in her vanity case and put under a drawer of the *aparador* in my house on Calavite. I did not at any time lend that pistol to Toribio Raquenio. After June 23 or 24 (1947) I delivered that pistol (Exhibit N) to a repair shop. Members of the Detective Bureau went personally to the repair shop to get it, but because they could not get it without my presence I went to get it myself and I gave it to them. That was after I had delivered to the Detective Bureau on July 1 the .45 caliber automatic pistol Exhibit I. Exhibit I was given to my wife Antonieta Salazar by one Romy, according to her, but I was not present when it was given to her."

Antonieta Salazar, 34, married to Simeon Madayag, and residing at 1472 Calavite, Quezon City, testified in substance as follows:

"I know the pistol Exhibit I because that was left in my possession by Romy (pointing to Alejandro Carillo) on June 7, 1947. He told me, 'Mining, I am going to leave this (Exhibit I) to you first because I have to go somewhere.' He did not tell me where he was going at that time. I came to know Alejandro Carillo in May, 1947, when he went to the Funeraria Nacional. According to him he

knew my brother-in-law who died. Since then he used to come to our house for a visit. Sometimes he would come alone and at other times he would come with companions. I also know Toribio Raquenio (pointing to the defendant by that name) because he used to be with Romy when he came to the house. I know the Japanese pistol Exhibit N "because this is the revolver that my husband used when he was new in the Department of the Interior." On June 4, 1947, it was in my vanity case which I placed in the drawer under my *aparador*. Although I received the pistol Exhibit I from Alejandro Carillo on June 7, 1947, I did not report the matter to my husband until June 29 or 30 because he was not at home. I was waiting for the owner to get it. The pistol Exhibit N was taken by the police from the repair shop."

We have heretofore narrated in chronological order the facts and developments of the case as established by the prosecution through the testimony of Detectives Jesus P. Senen, Wenceslao R. Leño, Jose Dimagiba, Leon O. Garcia, and Tomas Calazan, Police Photographer Remigio Abolencia, Ballistics Expert Edgar Bond, and witnesses Marcelino Lontok, Jr., Simeon C. Madayag, and Antonieta Salazar, and through the written statements Exhibits H and F of Alejandro Carillo and Exhibit E of Toribio Raquenio. We shall now relate the evidence for the defense.

Aside from his own testimony, Alejandro Carillo presented only one witness, Narciso Villegas. The latter testified that he was 23 years of age, single, a prisoner at Muntinlupa, convicted of robbery; that while he was detained in the isolation cell in Bilibid Prison, he saw the accused Alejandro Carillo there two months before October 1, 1947 (that is to say, about August 1, 1947); that he (witness) was the one keeping the key to the cells of the prisoners; that it was his duty to search a prisoner for the isolation cell to see whether he had some contraband with him; that when he tried to search the person of Alejandro Carillo, the latter told him that the sides of his body were painful and requested his permission to take off his clothes himself; that witness allowed him to do so "and when he took off his clothes I saw something in his body in that the left side of his body and under his chest, left side, was bluish in color. I asked him why his body was black, and he told me, 'I was maltreated by the secret service men.' I allowed him to get inside the isolation cell, telling his companion prisoners to allow him to lie down because he was not feeling well. That is all I can say." On cross-examination he testified that the conversation he had with Carillo was witnessed by the guard who had brought Carillo; that the guard did not attempt to stop him from talking with Carillo "because I was the one in charge of the key and it was necessary that I should search his pockets."

Testifying in his own behalf, Alejandro Carillo declared that on the afternoon of June 4, 1947, he was in Quiapo, Manila, working as a laborer or *cargador* in the market; that he worked until 9 o'clock in the evening, when he

went home and did not go out any more; that he did not know his coaccused Toribio Raquenio until the day the latter was arrested "because the policemen were insisting that I was his companion"; that he did not know anything as to the accusation against him of having robbed and killed Emma Foronda-Abaya on June 4, 1947; that he was not on Aurora Avenue and Pampanga Street, Manila, on June 4, 1947; that he was arrested by the police in June in Tacloban, Leyte; that after his arrest he was ordered by those who arrested him to admit "that case which occurred"; that he did not yet sign any document then; that he signed Exhibit F in Manila; that "they ordered me to sign that document Exhibit F without my knowing its contents, they only told me to sign it"; that he did not give the police the information contained in Exhibit F; that he did not sign Exhibit F voluntarily but was forced to do so; that from Tacloban he had fear of them because they were pointing their revolvers at him.

"Q. They only pointed at you their revolvers?—A. Yes, they pointed a revolver at my stomach and they beat me in the body.

"Q. Who beat you in the body?—A. Those who arrested me."

He admitted his signature to Exhibit H but claimed that he signed it without knowing its contents and that before signing it they did not read its contents to him. He further testified that he did not know the watch Exhibit D; that he knew the revolver Exhibit I because on June 6 a friend of his named Nestor delivered it to him; that at first he did not want to receive it because it had no license, but that he was afraid of Nestor because he always beat him and for that reason he told Nestor, "Well, I am going to receive this Exhibit I on condition that I shall not use it; I shall keep it"; that when he went to Leyte on June 8 he did not have the revolver in his possession because he left it with a friend of his who lived in La Loma. He denied having sold the watch Exhibit D to Macawile. He claimed that his acts depicted in the photographs of the re-enactment of the crime, Exhibits B-5, B-8, B-9, B-10, B-11, and B-12, were not voluntary but that he acceded to the wishes of the police because he was afraid of them because they carried long revolvers.

On cross-examination he admitted that the house on Esperanza street where he lived on June 4, 1947, was the same house where Saturnino Macawile lived; that he had lived with Saturnino Macawile less than two years; that it was true that during the Japanese occupation he used to go with Macawile but that he did not live with him in the same house then; that before going to Leyte he entrusted the revolver Exhibit I to a friend of his whom he knew as Aling Tuning; that he delivered said revolver to Aling Tuning although Nestor did not know her "because if I kept that

revolver in my possession I possibly would be in bad plight because that revolver had no license."

"Q. If that is true, why did you accept this revolver from Nestor?—A. Because he was in a hurry and he only left this on the table and then left.

"Q. Is that all the explanation you can give?—A. Yes, sir."

He reiterated that on June 4 he went home at 9 o'clock; that he knew it was 9 o'clock because he had many friends in that house and he asked them what time it was.

"Q. Why did you go home very late that night?—A. I went home quite late that night because I entertained myself in the pool.

"Q. What is that pool you are referring to?—A. It is a kind of game. I know how to play it.

"Q. Do you play pool every night?—A. I do not play but only used to see.

"Q. Are you very sure that on June 4, 1947, about 9 o'clock in the evening, you were playing pool?—A. I was not playing, I was only watching those playing pool."

He admitted that after he was brought to the police station the police asked him many questions, but claimed that he was confused because they asked him many things; that he answered them indifferently because he had had presentiments about his mother and he was confused and did not know what he was saying; that those who asked him questions did not write anything down.

"Q. Did anyone of those who have testified here beat you?—A. None of those who testified here beat me, because I know by face those who maltreated me."

The accused Toribio Raquenio was the only one who testified in his own behalf. He gave his personal circumstances as 37 years of age, single, residing at 55 Main street, Sampaloc, Manila. He declared in substance as follows: He was out of work on June 4, 1947, and was looking for a job then. He did not remember having gone out on June 4, 1947. He did not know the accused Alejandro Carillo, *alias* Romy. He did not know anything about the accusation against him of having, in company with Alejandro Carillo, held up and robbed Emma Foronda-Abaya and Marcelino Lontok, Jr. He did not remember where he was on June 4, 1947. He was arrested on June 26. The signature on Exhibit E is his. He did not know the contents of Exhibit E; it was not read to him by the police. He signed it because he was maltreated and in proof of that he had a scar on the lower lip. He was maltreated by a detective whom he knew by face but who was not then in court. He was maltreated before he signed Exhibit E; he was kicked, and when he fell on the floor they continued kicking him and he spat blood. He admitted that he knew Simeon Madayag. He did not know whether Simeon Madayag possessed the .38 caliber Japanese Luger. He denied that he ever went with Alejandro Carillo to the

house of Simeon Madayag. He did not know whether the contents of Exhibit E are true or not.

On cross-examination he admitted having stayed in America 19 years. He indicated Det. Wenceslao Leña as the one and only one who had maltreated him. He said that after his arrest the police asked him many questions, but that he never answered any of the questions, and that is the reason why "they maltreated me"; that the only question he answered was that about his civil status. He admitted that he is from Cabugao, Ilocos Sur. He also admitted that he has an uncle named Jesus Acosta who lives at 73 Nacar, San Andres. Upon being interrogated by the court, he reiterated that he knew Simeon Madayag and knew where he lived but did not know the number. He admitted having been to the house of Simeon Madayag but that he went there alone for a visit, looking for work.

The accused Saturnino Macawile, testifying in his own behalf, declared that he bought the Bulova watch Exhibit D from Romy (indicating the accused Alejandro Carillo) for ₱3 on June 5 at 6.30 a. m. at his (witness') store in Quiapo; that he sold it for ₱10 to one Bidoy; that he did not know that it was a stolen watch.

"Q. Did the detectives employ force or maltreat you before you told them from whom you bought this watch Exhibit D?—A. No, sir."

He said that he knew Alejandro Carillo only by the name Romy, that Romy used to go to his house because he courted someone there, the daughter of his *comadre*.

Upon the evidence above set forth, Judge Felipe Natividad found the accused Alejandro Carillo guilty beyond reasonable doubt as principal of the crime of robbery with homicide, without any mitigating or aggravating circumstances, and sentenced him to suffer the penalty of *reclusión perpetua*, to indemnify the heirs of the deceased Emma Foronda-Abaya in the sum of ₱2,000, and to return the stolen articles or their value aggregating ₱231.40; and the accused Toribio Raquenio guilty beyond reasonable doubt as principal of the crime of robbery with violence against and intimidation of person, without any mitigating or aggravating circumstance, and sentenced him to suffer an indeterminate penalty of from 4 years and 2 months of *prisión correccional* as minimum to 8 years of *prisión mayor* as maximum and to indemnify, jointly and severally with his coaccused Alejandro Carillo, the offended parties in the sums of ₱131 and ₱100.40, respectively. The accused Saturnino Macawile was acquitted on reasonable doubt.

In their joint appeal, Alejandro Carillo and Toribio Raquenio, through their counsel *de oficio*, challenge the sufficiency of the evidence to establish their guilt and ask for their acquittal. The Solicitor General, on the other hand, recommends the imposition of the death penalty on the

appellant Alejandro Carillo and the increase of the maximum penalty meted out to appellant Toribio Raquenio.

Having heretofore set forth in detail the evidence adduced during the trial, our task in resolving the appeal is reduced to analyzing the chain of direct and circumstantial evidence against the appellants to determine whether there is any missing or defective link which might warrant reversal.

The direct evidence consists of (1) the testimony of the eyewitness Marcelino Lontok, Jr., and (2) the confessions of the accused. The circumstantial evidence consists of (1) the sale by Alejandro Carillo to Saturnino Macawile on the morning of June 5, 1947, of the Bulova watch Exhibit D, of which Marcelino Lontok, Jr., had been robbed the previous evening; (2) the admission by Carillo and Macawile during the trial that they had known each other and had lived in the same house for a long time, thus, precluding any possible mistake by Macawile as to the identity of Carillo as the seller of said watch; (3) the .45 caliber pistol Exhibit I, which was conclusively established to be the gun from which the two empty shells Exhibit J and J-1 found at the scene of the crime had been fired; (4) the testimony of the spouses Simeon Madayag and Antonieta Salazar that said pistol was left by Alejandro Carillo with Antonieta Salazar on June 7, 1947, which fact was not denied but indirectly admitted by Alejandro Carillo during the trial; (5) the testimony of the same spouses that the two appellants knew each other and used to frequent the house of said spouses at 1472 Calavite, La Loma, Quezon City; (6) the .38 caliber Japanese Luger pistol Exhibit N, which according to the confession of Toribio Raquenio he took from the house of said spouses and used in committing the crime in question and which said spouses identified during the trial; and (7) the flight of Alejandro Carillo to Tacloban, Leyte, shortly after the commission of the crime. We find no defective link in this strong chain of circumstantial evidence, which dovetails with the chain of direct evidence.

Appellant Carillo hammers on the weakness of the testimony of Marcelino Lontok, Jr., as to his identity, it appearing that said witness at first pointed to Macawile in lieu of Carillo. Considering that Lontok and his companion were held up at night, although with moonlight, and that the robbers were unknown to him, his testimony alone as to their identity would not be sufficient to convict the appellants, for his identification of them under the circumstances could not be absolutely relied upon, as indeed he at first mistook Macawile for Carillo in view of some resemblance between the two. It was, however, undoubtedly a mistake in good faith, not indicative of a will to prevaricate and not sufficient to divest his testimony of probatory value as to the identity of the appellants, if we

consider it, as we must, together with the rest of the evidence in this case. The trial judge, who saw both Carillo and Macawile and who took Lontok's testimony into consideration, must have been satisfied with Lontok's explanation of his mistake due to the resemblance between the said two accused as pointed out by Lontok during the trial.

The other link of direct evidence is the written confessions of the two appellants before the members of the Detective Bureau. Inasmuch as these confessions were respectively repudiated by the appellants during the trial, we have to examine with caution and care the circumstances under which they were given and the inherent veracity of their contents in relation to appellants' testimony during the trial, to determine whether they had been illegally extorted from them as they claimed. We are not unaware that some officers of the law resort to the illegal and reprehensible tactics of extorting confessions through violence and intimidation, and we have had occasion to express our condemnation of such tactics. Thus, in the case of *People vs. Tipay* (G. R. No. 49014 [March 31, 1944]), we said:

"In this noonday of the twentieth century, when criminology and the investigation of crimes have developed into a science in all civilized countries abreast with the progress and the ever-increasing enlightenment of the human race, to force or induce a suspect to incriminate himself through violence, torture, or trickery is a shameful disgrace—a reversion into the barbarism and the inquisitorial practices of the Dark Ages; and the minions of the law who would still resort to such crude and cruel methods are universally regarded as anachronistic blockheads, who should be immediately lopped off as a cancerous excrescence of the body politic."

The first written confession of appellant Alejandro Carillo is Exhibit H, which was taken by questions and answers in Tagalog by Detective D. Lapiña in the presence of Detective L. O. Garcia and written down by Stenographer D. B. Ferrer between 3.20 and 6.30 p. m. on June 24, 1947, the day after Carillo was arrested in Tacloban, Leyte. Detective Garcia, as a witness for the prosecution, swore during the trial that Carillo answered the questions propounded to him by Det. Diosdado Lapiña and voluntarily signed and swore to Exhibit H before Fiscal Villamor after the latter had read and explained its contents to the affiant. It is apparent from Exhibit H that it contains information which was known only to the affiant and which could not have been known before by the investigator: the personal circumstances of the affiant; the places where he had resided before; that at the age of 7 he was confined in Welfareville for theft; that he knew Frank (his coappellant); that he and Frank were in the house at 1472 Calavite, La Loma, Quezon City, about 5 o'clock on June 4, 1947, and that from that house they went together to commit the

crime in question; that he was then armed with a .45 caliber pistol and Frank, with a Japanese Luger. At that time he told an untruth when he told the investigator that the .45 caliber automatic pistol he used belonged to Frank and that after the crime he returned it to the latter before they separated. As a matter of fact, it was the revelation made by appellant Carillo in Exhibit H that led the detectives to arrest his coappellant Toribio Raquenio, *alias* Frank. And after the latter was arrested, Carillo was subjected to further interrogatories by Detective Senen in the presence of Detective Calazan, as shown by Exhibit F, in which Carillo identified Raquenio as the same person to whom he had referred as Frank. It was then that for the first time Carillo revealed the truth that the gun he had used had been left by him in the house of Simeon Madayag at 1472 Calavite and that that gun was his (Carillo's). Again it was through that information that the detectives recovered the .45 caliber pistol Exhibit I from Madayag.

It will be recalled that before Carillo was arrested in Tacloban, Leyte, on June 23, the detectives entertained the theory that the holdup men were Saturnino Macawile and an unknown individual designated in the original information as John Doe. The detectives did not then know the facts revealed by Carillo for the first time in his confessions Exhibits H and F. We therefore cannot give credence to the insinuation made by Carillo for the first time during the trial of the case that the contents of Exhibits H and F were mere inventions of the detectives. The veracity of the facts set forth in said exhibits, with the exception of the statement made by Carillo in Exhibit H that the .45 caliber pistol belonged to Frank and was returned by him to the latter after the commission of the crime, cannot be doubted. The very falsity of said statement as to the ownership of the pistol, which Carillo subsequently rectified in Exhibit F, is in itself a clear proof that the contents of Exhibits H and F were not a fabrication of the detectives.

No one can doubt the veracity of a statement that turns out to be in conformity with the reality. If a person tells the police that he killed an individual with a revolver after robbing him of his watch and that he buried his victim at a certain place and hid the revolver in another place and delivered the watch to another person, and if the police finds the corpse in the place indicated by the killer and identifies it as that of the victim, and finds the revolver in the other place mentioned by the confessed killer and also recovers the watch from the person to whom the killer said he had delivered it, it would be impossible not to believe the statement of the killer even if he should subsequently deny it. What could not be believed is such denial.

Equally unbelievable is the testimony of Carillo during the trial when at first he said that he signed Exhibits

F and H without knowing their contents because the detectives ordered him to do so; then later he gave a stronger reason by saying that he was afraid of the police because they were pointing their revolvers at him; and still later, after being prompted by his counsel, he gave a still stronger reason by saying that they beat him in the body. But on cross-examination, when asked whether any of the detectives who had testified before him had beaten him, he answered that none of them had. He could not point to any particular person as his alleged torturer. He did not even care to corroborate the testimony of his only witness, Narciso Villegas, for the latter's testimony was not in any way referred to by him when he (Carillo) took the witness stand.

The testimony of Narciso Villegas is inherently incredible. In the first place, he was a convict of a crime involving moral turpitude—robbery. In the second place, if as he said he was in the isolation cell, we must assume that he was under disciplinary punishment and could not therefore have been entrusted with the duty of a trusty such as keeping the keys. Carillo, who was not yet then a convict but a mere detention prisoner, could not have been placed in the isolation cell. And, lastly, the alleged physical examination or inspection made by Convict Villegas, during which he claimed to have found a bluish spot on the chest of Carillo, took place, according to him, about August 1, 1947, that is to say, more than one month after Carillo had signed Exhibits H and F. In any event, even assuming that there was such a bluish spot on Carillo's body, Carillo did not explain or refer to it when he testified.

In this connection it is significant to note that although the detectives at first suspected Saturnino Macawile as the one who had robbed, ravished, and killed Emma Foronda-Abaya, they did not use any force upon or maltreat him to extort a confession from him, according to his own testimony.

We must, therefore, conclude that Carillo's confessions Exhibits H and F were made by him voluntarily and without the employment of force or intimidation on him.

The alibi set up by Carillo as a defense hardly merits any consideration at all. At first he claimed that he worked in the Quiapo market as a *cargador* until 9 o'clock in the evening on June 4, 1947. Later, on cross-examination he said that he stayed out late on that day because he was in a poolroom watching the game.

Neither can we believe his testimony that the pistol Exhibit I was delivered to him on June 6 by a friend of his named Nestor. At first he said that he accepted the gun from Nestor although it had no license because he was afraid of Nestor, as the latter always beat him. But on cross-examination he changed that testimony by saying

that he accepted the gun from Nestor because the latter was in a hurry "and he only left this on the table and then left."

The conclusion is inescapable from the foregoing analysis of the evidence that it leaves no room for any hypothesis consistent with appellant Alejandro Carillo's innocence. We do not entertain the slightest doubt that he is guilty of the capital offense of robbery with homicide and attempted rape, with which he was charged and duly tried. We shall consider the appropriate penalty later.

With regard to appellant Toribio Raquenio, he did not even care to set up an alibi. He said he did not remember where he was on June 4, 1947. We find that his guilt has been proved beyond reasonable doubt by his confession Exhibit E; by the testimony of Marcelino Lontok, Jr., who identified him as the robber who held him up at the point of a gun and robbed him; and by the testimony of the spouses Simeon Madayag and Antonieta Salazar. His confession Exhibit E contains information regarding himself that could not have been known to the police. His claim, therefore, that it was a mere invention or fabrication of the police cannot be believed.

Neither can we accept his pretension that he signed said confession because he had been maltreated. At first he said that the detective who had maltreated him was not in court. Later he indicated Detective Wenceslao Leaño, who was in court, as the one who had maltreated him. In rebuttal Detective Leaño denied that imputation, saying that he was not the one who took the statement of Raquenio and did not take part in his investigation. Exhibit E shows that it was taken by Det. Tomas A. Calazan in the presence of Detective Senen. And Det. Jesus P. Senen testified that Raquenio answered the questions propounded to him by Detective Calazan and signed the statement voluntarily after having read it.

We likewise, therefore, do not entertain any doubt as to the guilt of this appellant.

Appellant Toribio Raquenio did not participate in the attempted rape and killing of Emma Foronda-Abaya but tried to induce his companion Alejandro Carillo to desist therefrom. The trial court was right in finding him guilty only of robbery with violence against and intimidation of person, which is penalized in paragraph 5 of article 294 of the Revised Penal Code with *prisión correccional* in its maximum to *prisión mayor* in its medium period. However, the trial court erred in not considering the aggravating circumstance of nocturnity, which facilitated the commission of the offense and rendered detection difficult (People vs. Corpus, 43 Off. Gaz., 2249).

Therefore, with the only modification that the maximum of the indeterminate penalty imposed should be, as it is

hereby, increased to ten years of *prisión mayor*, the sentence as to the appellant Toribio Raquenio is affirmed, with costs.

The appellant Alejandro Carillo is guilty of robbery with homicide as well as of attempted rape. Robbery with homicide is penalized in paragraph 1 of article 294 with *reclusión perpetua* to death. The trial court erred in not considering the aggravating circumstances of (1) recidivism, said appellant having been convicted twice of robbery; (2) nocturnity, which facilitated the commission of the offense and rendered detection difficult; and (3) abuse of superior strength, considering his sex and the weapon he used in the act which overcame the victim and rendered her unable to defend herself from his savage aggression (United States *vs.* Consuelo, 13 Phil., 612). The attempted rape committed by this appellant on the same occasion may be penalized separately, but we think there is no need to do so, and we consider it only as a further aggravation of the offense. There is no mitigating circumstance.

Alejandro Carillo has proved himself to be a dangerous enemy of society. The latter must protect itself from such enemy by taking his life in retribution for his offense and as an example and warning to others. In these days of rampant criminality it should have a salutary effect upon the criminally minded to know that the courts do not shirk their disagreeable duty to impose the death penalty in cases where the law so requires.

Conformably to the recommendation of the Solicitor General, we modify the sentence of the trial court as to the appellant Alejandro Carillo y Almadin by imposing, as we hereby impose upon him, the penalty of death, affirming the sentence in all other respects. This sentence shall be executed in accordance with the provisions of articles 81 and 82 of the Revised Penal Code on a date to be fixed by the trial court within thirty days after the return of the record of the case to said court.

Moran, C. J., Ozaeta, Parás, Pablo, Bengzon, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ.

Judgment modified; death penalty imposed upon appellant Carillo.

[No. L-2228. February 28, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
FRUCTUOSO RABANDABAN, defendant and appellant

1. CRIMINAL LAW; PARRICIDE; BENEFIT OF ARTICLE 247, REVISED PENAL CODE.—Although the husband found his wife in bed with another man, it was not for that reason that he killed her. For her reprehensible conduct he merely unbraided her and bade her leave the house. *Held*, He is not entitled to the benefit of article 247 of the Revised Penal Code.

2. ID.; ID.; SELF-DEFENSE.—Under the facts proved appellant is declared exempt from criminal liability on the ground of self-defense.

APPEAL from a judgment of the Court of First Instance of Leyte. Victoriano, J.

The facts are stated in the opinion of the court.

Antonio Gamboa for appellant.

Solicitor General Felix Bautista Angelo and *Solicitor Jaime de los Angeles* for appellee.

REYES, J.:

This is an appeal from a judgment of the Court of First Instance of Leyte, convicting Fructuoso Rabandaban of parricide.

The evidence shows that appellant and the now deceased Florida Napala were husband and wife living together in a house in one of the barrios of the municipality of Abuyog, Leyte. Coming home one night from his camote plantation, appellant found his wife lying in bed with another man. The man was able to escape through the window, but the wife received a severe scolding from her husband and was ordered to leave the house. Calling her husband names, the wife gathered her clothes and picked up a bolo in the kitchen, and when her husband followed her there, she attacked him with the bolo, wounding him twice in the abdomen. Wrestling the bolo from his wife, appellant stabbed her with it in the breast. She died from her wound that same night. But appellant, though seriously wounded, survived and is now being made to answer for the killing of his wife.

We are with the trial court in not giving appellant the benefit of article 247 of the Revised Penal Code, it appearing that although he found his wife in bed with another man, he did not kill her on that account. For her reprehensible conduct he merely unbraided her and bade her leave the house.

But we think that the trial court erred in not finding that appellant had acted in self-defense. The evidence shows unlawful serious aggression on the part of the victim without sufficient provocation, and it also seems apparent that there was reasonable necessity for the means employed to repel the assault. But speculating that appellant could have perhaps saved himself by throwing away the bolo after wrestling it from his wife, the trial court opined that there was no need for him to stab her once she was disarmed. To this we cannot agree. When appellant got possession of the bolo he already must have been in a precarious condition because of his wounds, one of which was described by the sanitary inspector as "fatal" since the large intestine came out of it. And appellant,

we think, was justified in believing that his wife wanted to finish him off because, according to the evidence, she struggled to regain possession of the bolo after he had succeeded in wresting it from her. With the aggressor still unsubdued and showing determination to fight to the finish, it would have been folly on the part of appellant, who must already have been losing strength due to loss of blood, to throw away the bolo and thus give his adversary a chance to pick it up and again use it against him. Having the right to protect his life, appellant was not in duty bound to expose himself to such a contingency.

The case for the present appellant is not unlike that of the accused in *U. S. vs. Molina* (19 Phil., 277, 231, 232), where this Court made the following pronouncement:

“* * * It was clearly shown by the testimony of the accused, corroborated by the witness Elseco, that after the commencement of the assault by the deceased, the struggle between the latter and the accused did not cease for one moment, now each combatant trying to wrest the bolo away from the other, now the deceased endeavoring to arm himself with the hatchet which undoubtedly was within his reach, until finally the deceased himself was disabled and could no longer continue to struggle in consequence of the wounds which he received during the affray. Considering the decidedly aggressive attitude of the deceased from the commencement of this struggle until its termination, it can not be said that there was a cessation of the danger for the accused, even for a single instant. If, through the various incidents of the struggle, or any favorable accident whatever, the deceased had succeeded in recovering the bolo or in possessing himself of the hatchet, as he attempted to do to the last, the result of the combat would probably have been very different; perhaps the accused, instead of being the slayer, would himself have been killed. The accused certainly was not in duty bound to expose himself to such a contingency, and while the struggle continued, and, consequently, the danger to his person or to his life subsisted he had a perfect and indisputable right to repel such danger by wounding his adversary, if necessary, as from the circumstances of the case it was, without any doubt whatever, and even to disable him completely so that he could not continue the assault. In our opinion, the means employed by the accused were rationally necessary to repel the assault, and as the latter was in all respects unlawful and was not preceded by any provocation of any kind on the part of the accused himself, we declare the said accused to be exempt from criminal liability, in accordance with the provisions of paragraph 4 of article 8 of the Penal Code.”¹

In view of the foregoing, we think that the appellant should have been declared exempt from criminal liability on the ground of self-defense. The judgment appealed from is, therefore, reversed and appellant acquitted with costs *de oficio*.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Torres, JJ., concur.

Judgment reversed, appellant acquitted.

¹ Now paragraph 1 of article 11, Revised Penal Code.

[No. L-2621. February 28, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. JESUS GUANCO, defendant and appellant

CRIMINAL PROCEDURE, RULES OF; DOUBLE JEOPARDY; CONVICTION FOR HOMICIDE THROUGH RECKLESS IMPRUDENCE DOES NOT BAR PROSECUTION FOR DRIVING MOTOR VEHICLE WITHOUT LICENSE.—When the allegations in the information specifically show that the accused had operated a motor vehicle in an imprudent and reckless manner, for which he was convicted and held responsible for the death of four passengers of the vehicle, a subsequent prosecution of the same accused for operating motor vehicle along the national highway, without a license therefor, does not constitute double jeopardy pursuant to the provisions of section 68 of Act No. 3992.

APPEAL from a judgment of the Court of First Instance of Occidental Negros. Arellano, J.

The facts are stated in the opinion of the court.

Rivera & Lalisan for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Isidro C. Borromeo* for appellee.

TORRES, J.:

The above-named accused was charged in and convicted by the Justice of the Peace Court of Hinigaran, Negros Occidental, for violation of Act No. 3992, otherwise known as the Motor Vehicle Law. He appealed to the Court of First Instance of said province, and the latter, after due trial, found him guilty of the offense charged, and sentenced him to pay a fine of ₱50 with subsidiary imprisonment in case of insolvency and to pay the costs. He moved for a new trial which was denied and brought this case on appeal to this Court, mainly on the ground that he has been placed twice on jeopardy.

It appears that on June 30, 1946, appellant Jesus Guanco drove a jeep in a public highway between the municipalities of Hinigaran and Pontevedra, Negros Occidental, carrying fourteen passengers. While on the way, the jeep, which was being driven by him at a rate of speed prohibited by law, that is, between 50 to 60 miles per hour, after zigzagging, turned turtle into a ditch, and as a result thereof, four of the passengers were killed.

It further appears that on the day of the accident, Jesus Guanco, being less than 18 years of age, could not, and did not have the required license to operate a motor vehicle and thus violated the provisions of section 27 of Act No. 3992.

In another case, he was charged in and convicted by the Court of First Instance of Negros Occidental of multiple homicide through reckless imprudence, where he was found guilty and sentenced accordingly and from which sentence

he appealed to the Court of Appeals, and the latter, after reviewing the evidence, affirmed the order of the lower court, and, pursuant to the provisions of article 80 of the Revised Penal Code, ordered his commitment to the Training School for Boys until he shall have reached his majority.

In the case before us, this appellant admitted having driven the jeep in question on the day of the accident, without the necessary license, due to the fact that he was less than 18 years of age. This constitutes a violation of section 27 of Act No. 3992, otherwise known as the Motor Vehicle Law. Such violation is distinct from, and has no connection with the other offense, which is a violation of paragraph (d) of section 67 of the same Act, of which he was found guilty and, under a suspended sentence, committed to the Training School for Boys.

It is argued by appellant that when he was tried in the other case, for multiple homicide through reckless imprudence, it was proven that he had driven the motor vehicle without license, and that fact was mentioned by the court in its decision as one of the factors indicative of appellant's negligence. But upon comparing the allegations contained in the two informations, it is very clear that under the specific charge made against him in the one case, that of having operated the jeep in an imprudent and reckless manner, he was responsible for the death of four of the passengers of the vehicle; while in the information filed in this case, he was simply charged with having operated a motor vehicle along the national highway between Hinigaran and Pontevedra, without providing himself with a license therefor.

Moreover, under section 68 of the Motor Vehicle Law, it is provided that—

"Sec. 68. Punishment for other offenses.—The conviction of any person of any offense under this Act shall not bar prosecution of other offenses in this Act or elsewhere defined and penalized which may have been committed by such person concurrently with the commission of the offense of which he was convicted or in doing the act or series of acts which constituted the offense of which he was convicted."

We, therefore, find no merit in the contention of appellant that by his conviction in the present case he has been put in double jeopardy, because the offense charged in the case at bar is not included in the offense charged in the other case.

The judgment appealed from is affirmed, with costs.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Tuason, Montemayor, and Reyes, JJ., concur.

Judgment affirmed.

[No. L-2622. February 28, 1950]

IRINEO FACUNDO, plaintiff and appellant, *vs.* VALENTIN R. LIM ET AL., defendants and appellees

CONTRACTS; ANNULMENT; FRAUD AND INTIMIDATION.—The facts proved in this case clearly show that appellant's conduct in connection with his transaction belies his claim that he has been deceived or intimidated into signing the deed of sale. He accepted without protest the first payment of ₱20,000 by check for which check he must have received from the drawee bank the same amount in Japanese military notes. Out of the purchase price paid by the vendee, he paid his indebtedness. He voluntarily signed the deed of sale and occupied the property sold as a mere tenant by paying rent to the vendee, thus impliedly admitting that he was no longer the owner thereof. That he only instituted his suit after the judgment ousting him became final.

APPEAL from a judgment of the Court of First Instance of Rizal. Garcia, J.

The facts are stated in the opinion of the court.

Marcelino Lontok and *Jose Facundo* for appellant.

Padilla, Carlos & Fernando for appellees.

REYES, J.:

The appellant Irineo Facundo was the registered owner of a house and lot located at No. 603 Zamora St., Pasay (now Rizal City), in the province of Rizal. By a document executed on January 29, 1944 (Exhibit A), appellant agreed to sell the said property to Hilaria Uy Isabelo for ₱130,000 "Philippine currency," of which ₱20,000 was paid to him in check on that same occasion, the check being later cashed by him at the bank, while the remaining ₱110,000 was to be payable within thirty days from the date of the document. In the same document, appellant named C. S. Gonzales & Co. as his broker in the transaction, and as is usual in these cases, the broker had the corresponding deed of absolute sale (Exhibit B) prepared for the signature of the vendor. As Hilaria Uy Isabelo was, according to her, buying the property not for herself but for the herein appellee Valentin R. Lim, the latter was the one named vendee in the deed. The deed also expressed the price of the sale in terms of "lawful circulating currency." Such as it was, the deed was signed by appellant in the office of the broker on February 18, 1944, upon receipt by him of the balance of the agreed purchase price, less ₱28,000 which was deducted therefrom to wipe out a mortgage in favor of the Luzon Surety Company. The deed appears to have been acknowledged before a notary public.

Agreeably with the terms of the deed, which permitted the seller to occupy the property as tenant for one year, free of charge for the first two months and for a

monthly rental of P100 for the succeeding months, appellant remained in the premises as tenant and paid in cash an advanced rental for five months corresponding to the period from April 18 to September 18, 1944, and thereafter, by means of a postal money order, the advanced rental for another five months' period ending on February 18, 1945.

Because of appellant's failure to pay subsequent rentals, the appellee brought suit to eject him from the premises and a judgment to vacate was rendered against him, which has already become final.

Following the filing of the ejection suit against him, appellant countered by instituting the present action for the annulment of the deed of sale, on the ground of fraud, alleging that he had been induced to sign the said deed through the misrepresentations of Mr. Gonzales of the C. S. Gonzales & Co., who assured him, so it is alleged, that the said deed contained the same terms and conditions as the document Exhibit A when such was not the fact since the vendee was changed from Hilaria Uy Isabelo to Valentin R. Lim and the denomination of the purchase price from "Philippine currency" "to lawful circulating currency." At the trial appellant sought to amplify the ground for annulment by trying to prove duress or intimidation with testimony to the effect that at the time he signed Exhibit B in the office of the broker he noted that there was a Japanese military officer just outside the room.

The trial court gave no credence to plaintiff's allegation of fraud and intimidation and rendered judgment dismissing the complaint with costs. From this judgment plaintiff took an appeal and, because of the amount involved, the case has been elevated to this Court.

We find no merit in the appeal.

Appellant claims that he has been deceived and intimidated into signing the deed of sale in question. But his evidence is far from sufficient to establish that claim. Indeed, the preponderance of evidence is to the contrary. And while appellant complains that the trial judge merely copied his conclusions of fact from the pleading and memorandum of the appellee, thereby insinuating that the trial judge had not personally studied the evidence in the case, the record shows that the said judge heard all the evidence. And we find that his findings of fact are in accord therewith.

Not much weight can be accorded to appellant's declaration that he signed the deed without reading the same. Appellant was neither illiterate nor ignorant. It is, therefore, not reasonable to suppose that he would sign a contract involving a large sum without first being certain that it expressed his true will. His allegation that he was not able to read the contract because he did not have

his glasses with him, even when reinforced with counsel's argument that appellant's eyesight had been weakened by the lack of necessary vitamins during the Japanese occupation, is but a flimsy excuse for this belated effort on his part to get out of the deal. We see nothing that would have prevented him from sending for his glasses before closing the transaction, and his own evidence also shows that he was joined by his son, who is a lawyer, in the office of the broker on the occasion when the contract was signed.

Furthermore, we can not believe that appellant would have withheld his signature to the contract just because the vendee had been changed from Hilaria Uy Isabelo to Valentin R. Lim and the denomination of the purchase price from "Philippine currency" to "lawful circulating currency." That is on the supposition that he had really not been apprised of those changes. It should be noted that appellant was selling his property through a real estate broker and could not have been particular about the identity of the buyer because the transaction was for cash. It was the price he was getting for his property and not the person of the buyer that he was interested in. Whosoever was acquiring the property was of no concern to him provided he was paid the price previously agreed upon. And with respect to the change in the denomination of the purchase price from "Philippine currency" to "lawful circulating currency," it is a matter of common knowledge that at the time the transaction in question was had (February 18, 1944) the Japanese military notes were in Manila and suburbs the only currency in general circulation, and the broker testified that according to custom in real estate transactions in those days, the terms "Philippine currency," "lawful circulating currency," and other similar expressions were taken to mean the Japanese military notes. And to show that appellant was not really concerned with the denomination of the currency and also that he could not have expected to be paid ₱130,000 in genuine Philippine money instead of the same amount of Japanese military notes, we have it as a proven fact that when he signed the first contract (the agreement to sell) he received ₱20,000 in check as part of the consideration for which he must have received at the bank where he cashed it the same amount of Japanese military notes, it being also a well-known fact that in those days the banks were already making payments exclusively in that currency. Therefore, if appellant was really not agreeable to the price as fixed in that currency, he should have returned the check or the proceeds thereof to the broker and informed him that the consideration for the sale was meant to be ₱130,000 in genuine Philippine money. But this he did not do.

Appellant also claims that he was constrained to accept the Japanese military notes because his son had called his attention to the presence of a member of the Japanese military police just outside of the office of the broker where the transaction took place. In other words, he claims that his consent to the contract was vitiated by fear or intimidation. However, not only was the alleged presence of the "kempei" denied by the broker but it is not even mentioned in appellant's original and amended complaint. This theory of intimidation came up for the first time during the hearing. And while appellant, corroborated by his son, testified on the presence of a member of the Japanese military police outside of the office of the broker, that fact was categorically denied by the witnesses for the appellee. In the circumstances, it is hard to believe that appellant had really been intimidated into signing the deed of sale or into receiving the consideration therefor, for, if that were the fact, he would surely have set it up in his complaint.

Appellant also claims that Hilaria Uy Isabelo and Valentin R. Lim, as aliens, could not legally acquire real property in this country, so that the trial court erred in not permitting questions tending to establish their nationality as Chinese. But it will be noted that there is no allegation in the complaint on this point. The complaint is for the annulment of a deed, predicated solely on the ground of fraud. The nationality of the vendee and his consequent lack of right to acquire real property were not put in issue in the action. The questions propounded by appellant's counsel in that connection were therefore irrelevant and hence properly denied.

The point is also made that the pre-war assessed value of the property in question was ₱31,510 and that, according to the broker Gonzales, the value of real estate in Manila had risen from five to ten times the pre-war assessment, so that it is not likely that appellant would have been willing to sell his property for ₱130,000 in Japanese military notes, specially because at that time one Pedro Armenia had offered to buy it for ₱300,000. But even supposing that the broker's rough estimate of the rise in value of real estate in 1944 would apply to this particular piece of property, still, considering that the transaction under consideration had its inception in January of that year when the rise in value would naturally be around the lower estimate or five times the pre-war assessment, appellant's property would, on that basis, be worth only in the neighborhood of ₱150,000 in Japanese military notes, or one-sixth greater than the price fixed in the deed of sale. And then it should also be remembered that properties are not always sold at their market value, for much depends upon the circumstances of the seller. In the pre-

sent case, it would appear that the seller was indebted to the Luzon Surety Company in the sum of P28,000, a debt which was wiped out by the application of part of the purchase price paid by the buyer, and it would also appear that the vendor was in need of a house where he could live because he made it a condition of the deed of sale that he should be allowed to occupy the property as tenant for one year, free of charge for the first two months and for a monthly rental of P100 thereafter. The low rental stipulated might give some indication as to the real value of the property and might also have been one of the factors which induced appellant to part with his property at the price fixed in the deed. The nature of the proof adduced in connection with Armenia's offer to buy the property for P300,000 is not such as to produce the conviction that such an offer was really made and that the same was rejected.

On the whole, we think that appellant's conduct in connection with this transaction belies the claim that he has been deceived or intimidated into signing the deed of sale Exhibit B. He accepted without protest the first payment of P20,000 by check for which check he must have received from the drawee bank the same amount in Japanese military notes. He allowed his indebtedness to the Luzon Surety Co. and the broker's fee to be paid out of the purchase price paid by the vendee at the time of the signing of the deed. He signed the deed and did not withhold its delivery despite his alleged non-conformity to the purchase price fixed therein in Japanese military notes. Lastly, he occupied the property as a mere tenant by paying rent to the vendee, thus impliedly admitting that he was no longer the owner thereof. Not until he had been ordered to vacate the property and the judgment of ouster become final did it occur to him to come to court and ask for the annulment of the deed of sale on the flimsy pretext, not supported by convincing proof, that he had been deceived or intimidated into signing the same. Clearly, the action is without merit.

Wherefore, the judgment appealed from is affirmed, with costs against the appellant.

Moran, C. J., Ozaeta, Bengzon, Padilla, Tuason, Montemayor, and Torres, JJ., concur.

Judgment affirmed.

[No. L-2857. February 28, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
MORO ISNAIN, defendant and appellant

1. CONSTITUTIONAL LAW; ARTICLE 310, REVISED PENAL CODE IMPOSES HEAVIER PENALTY FOR STEALING OF COCONUTS THAN SIMILAR PRODUCE; EQUAL PROTECTION OF THE LAWS.—The constitutional

guarantee requires the treatment alike, in the same place and under like circumstances and conditions, of all persons subjected to state legislation. But a state, "as a part of its police power, may exercise a large measure of discretion, in creating and defining criminal offenses, and may make classifications as to persons amenable to punishment, so long as the classifications are reasonable * * *."

2. ID.; CLASSIFICATION; THEFT OF COCONUTS; PURPOSE OF THE HEAVIER PENALTY.—The purpose of the heavier penalty of theft of coconuts, is to promote the development of the industry. Unlike rice and sugar cane farms, coconut groves can not be efficiently watched. There is therefore, some reason for the special treatment accorded the industry; and the plea of unconstitutionality must be denied.

APPEAL from a judgment of the Court of First Instance of Zamboanga. Villalobos, J.

The facts are stated in the opinion of the court.

Eduardo F. Elizalde for appellant.

Assistant Solicitor General Guillermo E. Torres and *Acting Solicitor Antonio Consing* for appellee.

BENZON, J.:

In the morning of March 7, 1947, Urbano Cruz, the *encargado* of the coconut grove of Arturo Eustaquio in Latuan and Balagtasan, City of Zamboanga, was informed by Lazaro Viernes, one of the guards, that there were three persons stealing coconuts in the said plantation. Cruz called Ernesto Fargas, the truck driver of Eustaquio, and accompanied by some laborers, both proceeded to the plantation. There the group saw three persons, chopping coconuts. When they approached, the trespassers started to run away, but Cruz fired a shot into the air, and one stopped and was apprehended. He turned out to be the herein appellant, Moro Isnain, who, upon investigation by the precinct commander of the corresponding police station (Lt. Bucoy) acknowledged his culpability, asked for pardon and identified his confederates as Moros Addi and Akik (who are still at large). Before the justice of the peace he pleaded guilty to the charge.

However, in the court of first instance he changed his mind. He admitted he had been arrested during the raid, but submitted the flimsy excuse that he had merely gone to the place because he was thirsty. Anyway, he confessed that he joined the other two thieves in order to drink—and did drink—coconut water. This naturally constitutes theft of the coconuts. He also owned to having asked pardon from Lieutenant Bucoy "even to the extent of kissing his hand." Therefore there is no question in our minds that the appellant, with the other two runaways unlawfully picked coconuts from the plantation of Arturo Eustaquio, fruits which, according to the evidence, were valued at more than thirty-three pesos (P33.76).

The only question raised with much earnestness by his attorney *de-officio* is that article 310 of the Revised Penal Code classifying as qualified theft, the stealing of coconuts is unconstitutional, because it punishes the larceny of such products more heavily than the taking away of similar produce, such as rice and sugar, and thereby denies him the equal protection of the laws. It is unquestionable that the constitutional guaranty requires the treatment alike, in the same place and under like circumstances and conditions, of all persons subjected to state legislation. But a state, "as a part of its police power, may exercise a large measure of discretion, without violating the equal protection guaranty, in creating and defining criminal offenses, and may make classifications as to persons amenable to punishment, so long as the classifications are reasonable and the legislation bears equally on all in the same class, and, where a reasonable classification is made as between persons or corporations, the persons or corporations in each class may be dealt with in a manner different from that employed with regard to the persons or corporations in other classes."¹

Thus it means no violation of the constitutional provision to make it a felony fraudulently to sell a part of a stock of trade whereas the fraudulent sale of other property is made a misdemeanor only, and to make it grand theft to steal bovine animals, and petty theft to steal other kinds of animals.²

In the matter of theft of coconuts, the purpose of the heavier penalty is to encourage and protect the development of the coconut industry as one of the sources of our national economy.³ Unlike rice and sugar cane farms where the range of vision is unobstructed, coconut groves can not be efficiently watched because of the nature of the growth of coconut trees; and without a special measure to protect this kind of property, it will be, as it has been in the past the favorite resort of thieves.⁴ There is therefore, some reason for the special treatment accorded the industry; and as it can not be said that the classification is entirely without basis, the plea of unconstitutionality must be denied.

The crime is punished by article 309, paragraph 5, in connection with article 310 of the Revised Penal Code, as amended by Commonwealth Act No. 417. (Republic Act No. 120, enacted after the offense, is not applicable.) The penalty is *prisión correccional* to its full extent. Applying

¹ 16 Corpus Juris Secundum, pp. 1131-1132.

² *People vs. Waller*, 222 Pac., 171; 64 Cal. App., 390; *People vs. Andrich*, 26 Pac. (2d), 902; 135 Cal., App., 274.

³ *People vs. Esmillio*, 40 Off. Gaz. (11 S.), No. 15, p. 111 (Padilla, Criminal Law, 1949 Ed., p. 811).

⁴ Cf. Guevara, Commentaries on the Revised Penal Code, 4th Ed., p. 630.

the Indeterminate Sentence Law, the appellant should be sentenced to imprisonment for not less than 4 months of *arresto mayor* nor more than 4 years and 2 months of *prisión correccional*. Thus modified, the appealed decision will be affirmed, with costs. So ordered.

Moran, C. J., Ozaeta, Pablo, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

Judgment modified.

[No. L-2873. February 28, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
EUGENIO GARCIA Y MADRIGAL, defendant and appellant

1. STATUTORY CONSTRUCTION; ALL PARTS OF A STATUTE TO BE HARMONIZED AND RECONCILED.—All parts of a statute are to be harmonized and reconciled so that effect may be given to each and every part thereof, and conflicting intentions in the same statute are never to be supposed or so regarded, unless forced upon the court by an unambiguous language.
2. ID.; AMENDED ACT, HOW CONSTRUED.—“An amended act is ordinarily to be construed as if the original statute has been repealed, and a new and independent act in the amended form had been adopted in its stead; or, as frequently stated by the courts, so far as regards any action after the adoption of the amendment, as if the statute had been originally enacted in its amended form. The amendment becomes a part of the original statute as if it had always been contained therein, unless such amendment involves the abrogation of contractual relations between the state and others. Where an amendment leaves certain portions of the original act unchanged, such portions are continued in force, with the same meaning and effect they had before the amendment. So where an amendatory act provides that an existing statute shall be amended to read as recited in the amendatory act, such portions of the existing law as are retained, either literally or substantially, are regarded as a continuation of the existing law, and not as a new enactment.”
3. ID.; ARTICLE 68, PARAGRAPH 2 AND ARTICLE 80 OF REVISED PENAL CODE AS AMENDED, NO IRRECONCILABLE CONFLICT.—There is no irreconcilable conflict between article 68, paragraph 2, as it now stands and article 80 as amended. There is no incompatibility between granting accused of the ages of 15 to 18 a privileged mitigating circumstance and fixing at 16 the maximum age of persons who are to be placed in a reformatory institution. In other words, there is no inconsistency between sending defendants of certain ages to prison and giving them a penalty lower than the imposable one on adults under the same or similar circumstances. Let it be remembered that the privilege of article 68, *supra*, is not by its nature inherent in age but purely statutory and conventional, and that this privilege is granted adult offenders under given conditions.
4. ID.; AMENDMENT OF ARTICLE 80 DID NOT IMPLIEDLY INCLUDE ARTICLE 68 OF REVISED PENAL CODE.—In amending article 80 of the Revised Penal Code by Republic Act No. 47, there is no clear intention on the part of the Congress to amend article 68. Indeed the rational presumption is that if there had been such an intention the lawmakers should have said so expressly, instead of leaving the change to inference.

5. ID.; CRIMINAL AND PENAL STATUTES MUST BE STRICTLY CONSTRUED.—
Penal law is to be construed, in case of doubt, strictly against the state. "Criminal and penal statutes must be strictly construed, that is, they cannot be enlarged or extended by intendment, implication, or by any equitable considerations. * * *"

APPEAL from a judgment of the Court of First Instance of Manila. Barrios, J.

The facts are stated in the opinion of the court.

Dominador A. Alafriz for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Rafael P. Cañiza* for appellee.

TUASON, J.:

The sole question presented on this appeal is whether the appellant, being 17 years of age at the time of the commission of the crime, was entitled to the privileged mitigating circumstance of article 68, paragraph 2, of the Revised Penal Code. The lower court, ignoring defendant's minority, sentenced him to an indeterminate penalty of from 4 years, 2 months and 1 day of *prisión correccional* to 8 years of *prisión mayor* for the crime of robbery of which he was found guilty. He was also sentenced to pay the offended party, jointly and severally with the other accused, the sum of ₱85 as indemnity.

Republic Act No. 47, which amended article 80 of the Revised Penal Code by reducing from 18 to 16 the age below which accused have to "be committed to the custody or care of a public or private, benevolent or charitable institution," instead of being convicted and sentenced to prison, has given rise to the controversy. The Solicitor General believes that the amendment by implication has also amended paragraph 2 of article 68 of the Revised Penal Code, which provides that when the offender is over fifteen and under eighteen years of age, "the penalty next lower than that prescribed by law shall be imposed, but always in the proper period."

There are well recognized rules of statutory construction which are against the Government's contention.

One of these rules is that all parts of a statute are to be harmonized and reconciled so that effect may be given to each and every part thereof, and that conflicting intentions in the same statute are never to be supposed or so regarded, unless forced upon the court by an unambiguous language. (59 C. J., 999.)

This rule applies in the construction of a statute and its amendment, both being read together as a whole. "An amended act is ordinarily to be construed as if the original statute has been repealed, and a new and independent act in the amended form had been adopted in its stead; or, as frequently stated by the courts, so far as regards any action after the adoption of the amendment, as if the

statute had been originally enacted in its amended form. The amendment becomes a part of the original statute as if it had always been contained therein, unless such amendment involves the abrogation of contractual relations between the state and others. Where an amendment leaves certain portions of the original act unchanged, such portions are continued in force, with the same meaning and effect they had before the amendment. So where an amendatory act provides that an existing statute shall be amended to read as recited in the amendatory act, such portions of the existing law as are retained, either literally or substantially, are regarded as a continuation of the existing law, and not as a new enactment." (59 C. J., 1096, 1097.)

We find no irreconcilable conflict between article 68, paragraph 2, as it now stands and article 80 as amended. There is no incompatibility between granting accused of the ages of 15 to 18 a privileged mitigating circumstance and fixing at 16 the maximum age of persons who are to be placed in a reformatory institution. In other words, there is no inconsistency between sending defendants of certain ages to prison and giving them a penalty lower than the imposable one on adults under the same or similar circumstances. Let it be remembered that the privilege of article 68, *supra*, is not by its nature inherent in age but purely statutory and conventional, and that this privilege is granted adult offenders under given conditions.

At least there is no clear intention on the part of the Congress to amend article 68. Indeed the rational presumption is that if there had been such an intention the lawmakers should have said so expressly, instead of leaving the change to inference.

One other rule of interpretation that quarrels with the theory of implied repeal or amendment is that penal law is to be construed, in case of doubt, strictly against the state. "Criminal and penal statutes must be strictly construed, that is, they cannot be enlarged or extended by intendment, implication, or by any equitable considerations. In other words, the language cannot be enlarged beyond the ordinary meaning of its terms in order to carry into effect the general purpose for which the statute was enacted. Only those persons, offenses, and penalties, clearly included, beyond any reasonable doubt, will be considered within the statute's operation. They must come clearly within both the spirit and the letter of the statute, and where there is any reasonable doubt, it must be resolved in favor of the person accused of violating the statute; that is, all questions in doubt will be resolved in favor of those from whom the penalty is sought." (Statutory Construction, Crawford, pp. 460-462.)

The offense charged in the information of which the appellant was found guilty is punishable under article 294, case No. 5, of the Revised Penal Code, as amended by section 6 of Republic Act No. 18, with *prisión correccional* in its maximum period to *prisión mayor* in its medium period. The penalty one degree lower than this is *arresto mayor* in its maximum period to *prisión correccional* in its medium period. There being no modifying circumstance, the appropriate penalty in the present case is from 6 months and 1 day of *arresto mayor* to 2 years and 4 months of *prisión correccional*. Being entitled to an indeterminate penalty as provided in section 1 of Act No. 4103 as amended, the accused should be, and he is hereby sentenced to imprisonment of not less than 4 months of *arresto mayor* and not more than 2 years and 4 months of *prisión correccional*. In all other respects the appealed judgment is affirmed. The appellant will pay the costs of this appeal.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Judgment modified.

[No. L-2873. April 12, 1950]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, vs.
EUGENIO GARCIA Y MADRIGAL, defendant and appellant

1. STATUTORY CONSTRUCTION; ARTICLES 68 AND 80, REVISED PENAL CODE DO NOT COMPLEMENT EACH OTHER.—Article 68 is not dependent on article 80, nor do these articles complement each other if by complement is meant that they are two mutually completing parts so that article 68 could not stand without article 80. It is more appropriate to say that article 68 merely adjusts itself to article 80 but is, in all other respects, self-sufficient and independent of the latter. Parts of one system of penology and working in coordination with each other, they pursue different ends. It is to be noticed that article 68 falls under section 2 of Chapter IV entitled "Application of Penalties," while article 80 comes under section 1 of Chapter V entitled "Execution and Service of Penalties." Two different subjects, these.
2. ID.; ID.—Article 68, subparagraphs 1 and 2, and article 80 of the Revised Penal Code do not function at the same time and are designed for different purposes. Each has its assigned, separate sphere of action without in any way intermingling with the other. When article 80 operates, article 68 keeps out of the way; article 68 steps in when article 80 steps out.
3. ID.; ARTICLES 80 AND 68, REVISED PENAL CODE, THEIR CONCERN OR APPLICATION.—Article 80 does not concern itself with what should be done with minors when they are consigned to jail because of misbehaviour; much less is it concerned over minors who, after the passage of Republic Act No. 47, are condemned to prison without having been under the custody of a benevolent institution or private person like youths between 16 and 18.

On the other hand, article 68 is intended for minors who are sent to jail, a matter foreign to the province of article 80.

4. ID.; ARTICLE 80 OF REVISED PENAL CODE AS AMENDED BY REPUBLIC ACT NO. 47, EFFECT OF; MITIGATING CIRCUMSTANCE.—When Republic Act No. 47 amended article 80 of the Revised Penal Code by reducing the age of persons who may be placed on probation under that article, the amendment did not change in any form or manner the degree of punishment that should be meted out to those who are to be committed to jail or how they are to be treated. After the minor is turned over to the court for sentence, article 80 ceases to have any interest in him or her. In saying that the 16- and 18-year old should no longer be given a trial or placed on probation in a reformatory institution but should go straight to prison upon conviction, Republic Act No. 47 does not, by implication or otherwise, connote that such minors should also be deprived of a reduced penalty. In no standard of statutory construction is there support for the proposition that the mitigating circumstance which minors between 16 and 18 enjoyed before Republic Act No. 47 came into being, notwithstanding the fact that they had shown evidence of incorrigibility, should be denied them now for no other reason than that the right to be committed to a reformatory school has been taken away from them; now that they are confined in jail without having committed any fault other than the crime for which they were prosecuted in the first instance.

RESOLUTION ON MOTION FOR RECONSIDERATION

TUASON, J.:

This is a motion for reconsideration of our decision.

The main theme of the Solicitor General's argument is that articles 13 (2) and 68 (2) of the Revised Penal Code "complement each other;" that "the application of article 68 takes place only when the court has to render judgment and impose a penalty upon a minor who has been proceeded against in accordance with article 80 and who has misbehaved or is found incorrigible," and that "article 80 must be applied first before article 68 can come into operation, and the court can not apply the latter article in total disregard of the former." In short, as we infer from this line of reasoning, what article 80 does not touch, article 68 can not touch.

We do not think the premise and conclusion of the motion are correct. There seems to be a confusion of ideas.

It may do us well to make a brief review of the legislation, past and present, relative to juvenile offenders and dissect and analyze its various provisions. This, we trust, will help us to see the true relations and the differences between them and the role assigned to each.

Article 68 of the Revised Penal Code provides:

*"Penalty to be imposed upon a person under eighteen years of age.—*When the offender is a minor under eighteen years and his case is one coming under the provisions of the paragraph next to the last of article 80 of this Code, the following rules shall be observed:

"1. Upon a person under fifteen but over nine years of age,

who is not exempted from liability by reason of the court having declared that he acted with discernment, a discretionary penalty shall be imposed, but always lower by two degrees at least than that prescribed by law for the crime which he committed.

2. Upon a person over fifteen and under eighteen years of age the penalty next lower than that prescribed by law shall be imposed, but always in the proper period."

Sub-paragraphs 1 and 2 of the foregoing article are a reproduction of article 85 of the Spanish Penal Code.

Into the Revised Penal Code, the Juvenile Delinquency Act was incorporated. It has become in the new code article 80, the first paragraph of which provides that "whenever a minor under 18 years of age, of either sex, be accused of a crime, the court * * * shall commit such minor to the custody or care of a public or private, benevolent or charitable, institution, etc." And in the paragraph immediately preceding the last, it is further provided that "In case the minor fails to behave properly or to comply with the regulation of the institution to which he has been committed, or with the conditions imposed upon him when he was committed to the care of a responsible person, or in case he should be found incorrigible or his continued stay in such institution should be inadvisable, he shall be returned to the court in order that the same may render the judgment corresponding to the crime committed by him."

The latest legislation on the subject was Republic Act No. 47, which amended article 80 of the Revised Penal Code so as to reduce to below 16 the age of minors coming within its purview.

A close examination of articles 68 and 80 will disclose that article 68, according to its main paragraph, is to lay off and watch while the minor is in the hands of a charitable institution or person mentioned in article 80 trying to reform him or her. This has to be so because article 68 is a rule for the application of penalties, and there is no penalty when there is no judgment, and there is no judgment when the delinquent is in Welfareville or other place of similar character or entrusted to the care of a private person. However, if and when the minor turns out to be hopeless or incorrigible, he is returned to the proper court and the court passes sentence on him or her. In other words, article 80 withdraws, as it were, and sub-paragraphs 1 and 2, as the case may be, of article 68 takes control.

From this it will be seen that article 68 is not dependent on article 80, nor do these articles complement each other if by complement is meant that they are two mutually completing parts so that article 68 could not stand without article 80. It is more appropriate to say that article 68 merely adjusts itself to article 80 but is, in all other respects, self-sufficient and independent of the latter. Parts

of one system of penology and working in coordination with each other, they pursue different ends. It is to be noticed that article 68 falls under section 2 of Chapter IV entitled "Application of Penalties," while article 80 comes under section 1 of Chapter V entitled "Execution and Service of Penalties." Two different subjects, these.

It will also be seen that article 68, sub-paragraphs 1 and 2, and article 80 of the Revised Penal Code do not function at the same time and are designed for different purposes. Each has its assigned, separate sphere of action without in any way intermingling with the other. When article 80 operates, article 68 keeps out of the way; article 68 steps in when article 80 steps out.

While a minor is in the process of being reformed he is, in a manner of speaking, in an intermediate or indeterminate state, neither in prison nor free. Through repentance and by observing good conduct, he is rewarded with freedom, released upon reaching the age of majority or before, but if he shows no promise of turning a new leaf, Bilibid claims him.

It is the minors so situated; it is the selection of who should be committed to a reformatory school or to the custody of a private person with which article 80 has to do, and no more. Article 80 does not concern itself with what should be done with minors when they are consigned to jail because of misbehaviour; much less is it concerned over minors who, after the passage of Republic Act No. 47, are condemned to prison without having been under the custody of a benevolent institution or private person like youths between 16 and 18. On the other hand, article 68 is intended for minors who are sent to jail, a matter foreign to the province of article 80.

To press the argument further, article 85 of the original Penal Code conferred upon minors under 18 the right to a penalty one or two degrees lower than the normal penalty. Then came the Juvenile Delinquency Act giving additional concession to juvenile delinquents. When, later, Republic Act No. 47 amended article 80 so as to eliminate from its beneficent provisions minors of the age of 16 or over and under 18, the logical effect of the amendment can be no other than to correspondingly reduce the age of minors regarding whom the suspensory inhibition on article 68 is to be confined. Only to the extent and within the limits that article 80 applies is article 68 bound to defer to that article. Where article 80 does not apply, article 68 is supreme. When article 80 says that it will deal only with minors below 16, it relinquishes authority over minors above that age in favor of article 68. When and if article 80 should by amendment further reduce the age to 15, to that extent the operation of article 68 will be correspondingly enlarged.

In fact, if Republic Act No. 47, instead of limiting the operation of article 80 to minors under 16, had totally abolished the scheme of juvenile reformation, sub-paragraphs 1 and 2 of article 68 of the Revised Penal Code would, in our opinion, remain intact, with the only difference that, as before, they would have full sway, unhampered by any consideration of suspended judgment. The predecessor of article 68 was in the original Penal Code since that Code was put in force in Spain in 1870 and in the Philippines in 1884, long before the idea embodied in article 80 was conceived. Before the Revised Penal Code went into effect, article 85 of the old Penal Code and the Juvenile Delinquency Act worked in the manner herein set forth although there was not any express provision coordinating their operation. It can safely be said that the main paragraph of article 68 was inserted merely to explain in clear and express terms when it should stand aloof and when it should play its role. The Revised Penal Code merely states the obvious as befits a scientific system of law.

In conclusion, when Republic Act No. 47 amended article 80 of the Revised Penal Code by reducing the age of persons who may be placed on probation under that article, the amendment did not change in any form or manner the degree of punishment that should be meted out to those who are to be committed to jail or how they are to be treated. After the minor is turned over to the court for sentence, article 80 ceases to have any interest in him or her. In saying that the 16- and 18-year old should no longer be given a trial or placed on probation in a reformatory institution but should go straight to prison upon conviction, Republic Act No. 47 does not, by implication or otherwise, connote that such minors should also be deprived of a reduced penalty. In no standard of statutory construction is there support for the proposition that the mitigating circumstance which minors between 16 and 18 enjoyed before Republic Act No. 47 came into being, *notwithstanding the fact that they had shown evidence of incorrigibility*, should be denied them now for no other reason than that the right to be committed to a reformatory school has been taken away from them; now that they are confined in jail without having committed any fault other than the crime for which they were prosecuted in the first instance.

Let it be remembered that by virtue of the amendment, minors between 16 and 18 do not now come under the provisions of the paragraph next to the last of article 80.

Of course, the effect of a law amendment would be different if the amendatory law had absorbed the law which it had amended. In that case, the original law would become part and parcel of the new law, with the result that if the amendatory law be later repealed, both that

law and the law which it had superseded or amended would be considered abrogated. There was no law which of its own force could survive.

But, as we have indicated, article 68 as well as its predecessor is an independent provision and has not been merged with article 80 or any other article of the Revised Penal Code. It is an independent provision inoperative only during the suspension of the sentence but possessing all the vigor which article 85 of the Spanish Code had, when the minors are sentenced to jail.

In the decision sought to be reconsidered, we emphasize the rule of statutory construction to the effect that all parts of a statute are to be harmonized and reconciled so that effect may be given to each and every part thereof, and that conflicting intentions in the same statute are never to be supposed or so regarded, unless forced upon the court by an unambiguous language. (59 C. J., 999.) The motion for reconsideration has not pointed to any conflict, and we can not find any, between the retention of the privileged or special mitigating circumstance in favor of minors below 18 and over 16 and the fact that such minors are not entitled to the benefits of article 80 under any circumstances. The motion for reconsideration is conspicuous for its silence on any incongruity or absurdity that might result from our ruling on the scope and extent of Republic Act No. 47.

The sole consideration that might command itself in favor of the Government's position is the general welfare. For the good of society it may have been better if Republic Act No. 47 had amended articles 13 and 68 also by correspondingly reducing the age of accused minors entitled to a mitigating circumstance by reason of age. But it is trite to say that we are not authorized to insert into a law what we think should be in it or to supply what we think the legislature would have supplied if its attention had been called to the omission. This is specially true in penal legislation which, as we have repeatedly stressed in our decision, has to be construed strictly. But there is not even room for construction in this case. The preamble or explanatory note to Republic Act No. 47 can not be used as basis for giving it a meaning not apparent on its face. A preamble or explanatory note is resorted to only for clarification in cases of doubt. There is no ambiguity in Republic Act No. 47.

The motion and the request to set it for oral argument are denied.

Moran, C. J., Ozaeta, Pablo, Bengzon, Montemayor, Reyes and Torres, JJ., concur.

TUASON, J.:

I certify that Mr. Justice Padilla took part in the deliberation of this motion and voted to deny the same.

Motion denied.

[No. L-2929. February 28, 1950]

THE CITY OF MANILA, plaintiff and appellant, *vs.* THE
ARELLANO LAW COLLEGES, INC., defendant and appellee

1. STATUTORY CONSTRUCTION; POWER OF CITIES TO EXPROPRIATE; REPUBLIC ACT NO. 267 CONSTRUED.—Republic Act No. 267 empowers cities to expropriate as well as to purchase lands for homesites. The word “expropriating,” taken singly or with the text, is susceptible of only one meaning. But this power to expropriate is necessarily subject to the limitations and conditions noted in the cases of *Guido vs. Rural Progress Administration* (G. R. No. L-2089), and *Commonwealth of the Philippines vs. Borja* (G. R. No. L-1496). The National Government may not confer upon its instrumentalities authority which it itself may not exercise. A stream can not run higher than its source.
2. EMINENT DOMAIN, POWER OF; EXISTENCE OF NECESSITY FOR USES AND PURPOSES FOR ITS EXERCISE.—To authorize the condemnation of any particular land by a grantee of the power of eminent domain, a necessity must exist for the taking thereof for the proposed uses and purposes.
3. ID.; WORDS AND PHRASES; “NECESSITY”.—Necessity within the rule that the particular property to be expropriated must be necessary, does not mean an absolute but only a reasonable or practical necessity, such as would combine the greatest benefit to the public with the least inconvenience and expense to the condemning party and property owner consistent with such benefit.
4. ID.; LIMITATION OF ITS EXERCISE; PREFERENCE TO PREPARATION OF YOUTHS FOR USEFUL CITIZENSHIP.—Any good that would accrue to the public from providing homes to a few families fades into insignificance in comparison with the preparation of young men and young women for useful citizenship and for service to the government and the community, a task which the government alone is not in a position to undertake.

APPEAL from a judgment of the Court of First Instance of Manila. Castelo, J.

The facts are stated in the opinion of the court.

City Fiscal Eugenio Angeles and *Assistant City Fiscal Arsenio Nañawa* for appellant.

Emmanuel Pelaez for appellee.

TUASON, J.:

Section 1 of Republic Act No. 267 provides:

“Cities and municipalities are authorized to contract loans from the Reconstruction Finance Corporation, the Philippine National Bank, and/or any other entity or person at a rate of interest not exceeding eight per cent per annum for the purpose of purchasing or expropriating homesites within their respective territorial jurisdiction and reselling them at cost to residents of the said cities and municipalities.”

The court below ruled that this provision empowers cities to purchase but not to expropriate lands for the purpose of subdivision and resale, and so dismissed the present action, which seeks to condemn, for the purpose just stated, several parcels of land having a combined area of 7,270 square meters and situated on Legarda Street, City of Manila.

In the cases of *Guido vs. Rural Progress Administration* (G. R. No. L-2089), and *Commonwealth of the Philippines vs. Borja* (G. R. No. L-1496), we discussed at great length the extent of the Philippine Government's power to condemn private property for resale. Among other things, we said:

"It has been truly said that the assertion of the right on the part of the legislature to take the property of one citizen and transfer it to another, even for a full compensation, when the public interest is not promoted thereby, is claiming a despotic power, and one inconsistent with every just principle and fundamental maxim of a free government. (29 C. J. S., 820.)

"In a broad sense, expropriation of large estates, trusts in perpetuity, and land that embraces a whole town, or a large section of a town or city, bears direct relation to the public welfare. The size of the land expropriated, the large number of people benefited, and the extent of social and economic reform secured by the condemnation, clothes the expropriation with public interest and public use. The expropriation in such cases tends to abolish economic slavery, feudalistic practices, endless conflicts between landlords and tenants, and other evils inimical to community prosperity and contentment and public peace and order. Although courts are not in agreement as to the tests to be applied in determining whether the use is public or not, some go so far in the direction of a liberal construction as to hold that public use is synonymous with public benefit, public utility, or public advantage, and to authorize the exercise of the power of eminent domain to promote such public benefit, etc., especially where the interests involved are of considerable magnitude. (29 C. J. S.; 823, 824; *see also* *People of Puerto Rico vs. Eastern Sugar Associates et al.*, 156 Fed [2d], 316.) In some instances, slumsites have been acquired by condemnation. The highest court of New York State has ruled that slum clearance and erection of houses for low-income families were public purposes for which New York City Housing authorities could exercise the power of condemnation. And this decision was followed by similar ones in other states. The underlying reasons for these decisions are that the destruction of congested areas and insanitary dwellings diminishes the potentialities of epidemics, crime and waste, prevents the spread of crime and diseases to unaffected areas, enhances the physical and moral value of the surrounding communities, and promotes the safety and welfare of the public in general. (*Murray et al. vs. La Guardia*, 52 N. E. [2d], 884; *General Development Coop. vs. City of Detroit*, 33 N. W. [2d], 919; *Weizner vs. Stichman*, 64 N. Y. S. [2d], 50.) But it will be noted that in all these cases and others of similar nature extensive areas were involved and numerous people and the general public benefited by the action taken.

"The condemnation of a small property in behalf of 10, 20 or 50 persons and their families does not inure to the benefit of the public to a degree sufficient to give the use public character. The expropriation proceedings at bar have been instituted for the economic relief of a few families devoid of any consideration of public health, public peace and order, or other public advantage. What is proposed to be done is to take plaintiff's property, which for all we know she acquired by sweat and sacrifices for her and her family's security, and sell it at cost to a few lessees who refuse to pay the stipulated rent or leave the premises.

"No fixed line of demarcation between what taking is for public use and what is not can be made; each case has to be judged according to its peculiar circumstances. It suffices to say for the

purpose of this decision that the case under consideration is far wanting in those elements which make for public convenience or public use. It is patterned upon an ideology far removed from that consecrated in our system of government and embraced by the majority of the citizens of this country. If upheld, this case would open the gates to more oppressive expropriations. If this expropriation be constitutional, we see no reason why a 10-, 15-, or 25-hectare farm land might not be expropriated and subdivided, and sold to those who want to own a portion of it. To make the analogy closer, we find no reason why the Rural Progress Administration could not take by condemnation an urban lot containing an area of 1,000 or 2,000 square meters for subdivision into tiny lots for resale to its occupants or those who want to build thereon."

We are inclined to believe that Act No. 267 empowers cities to expropriate as well as to purchase lands for homesites. The word "expropriating," taken singly or with the text, is susceptible of only one meaning. But this power to expropriate is necessarily subject to the limitations and conditions noted in the decisions above cited. The National Government may not confer upon its instrumentalities authority which it itself may not exercise. A stream can not run higher than its source.

Viewed from another angle, the case at bar is weaker for the condemnor. In the first place, the land that is the subject of the present expropriation is only one third of the land sought to be taken in the Guido case, and about two-thirds of that involved in the Borja condemnation proceeding. In the second place, the Arellano Colleges' land is situated in a highly commercial section of the city and is occupied by persons who are not *bona fide* tenants. Lastly, this land was bought by the defendant for a university site to take the place of rented buildings that are unsuitable for schools of higher learning.

To authorize the condemnation of any particular land by a grantee of the power of eminent domain, a necessity must exist for the taking thereof for the proposed uses and purposes. (29 C. J. S., 884-885.) In *City of Manila vs. Manila Chinese Community*, (40 Phil., 349), this Court, citing American decisions, laid down this rule:

"The very foundation of the right to exercise eminent domain is a genuine necessity, and that necessity must be of a public character. The ascertainment of the necessity must precede or accompany, and not follow, the taking of the land. (*Morrison vs. Indianapolis*, etc. Ry. Co., 166 Ind., 511; *Stearns vs. Barre*, 73 Vt., 281; *Wheeling, etc. R. R. Co. vs. Toledo, Ry. etc. Co.*, 72 Ohio St., 368.)"

And this passage in Blackstone's Commentaries on the English Law is cited in that decision: "So great is the regard of the law for private property that it will not authorize the least violation of it, even for the public good, unless there exists a very great necessity thereof."

Perhaps modern decisions are not so exigent. Necessity within the rule that the particular property to be expropriated must be necessary, does not mean an absolute

but only a reasonable or practical necessity, such as would combine the greatest benefit to the public with the least inconvenience and expense to the condemning party and property owner consistent with such benefit. (29 C. J. S., 386.) But measured even by this standard, and forgetting for a moment the private character of the intended use, necessity for the condemnation has not been shown. The land in question has cost the owner ₱140,000. The people for whose benefit the condemnation is being undertaken are so poor they could ill afford to meet this high price, unless they intend to borrow the money with a view to disposing of the property later for a profit. Cheaper lands not dedicated to a purpose so worthy as a school and more suited to the occupants' needs and means, if really they only want to own their own homes, are aplenty elsewhere. On the other hand, the defendant not only has invested a considerable amount for its property but had the plans for construction ready and would have completed the project a long time ago had it not been stopped by the city authorities. And again, while a handful of people stand to profit by the expropriation, the development of a university that has a present enrolment of 9,000 students would be sacrificed. Any good that would accrue to the public from providing homes to a few families fades into insignificance in comparison with the preparation of young men and young women for useful citizenship and for service to the government and the community, a task which the government alone is not in a position to undertake. As the Rural Progress Administration, the national agency created by the Government to purchase or expropriate lands for resale as homesites, and to which the petition to purchase the land in question on behalf of the occupants was referred by the President, turning down the occupants' request after proper investigation, commented that "the necessity of the Arellano Law College to acquire a permanent site of its own is imperative not only because denial of the same would hamper the objectives of that educational institution, but it would likewise be taking a property intended already for public benefit." The Mayor of the City of Manila himself confessed that he believes the plaintiff is entitled to keep this land.

The order of the Court of First Instance of Manila is affirmed without costs.

Moran, C. J., Ozaeta, Pablo, Bengzon, Padilla, Montemayor, Reyes, and Torres, JJ., concur.

Order affirmed.

DECISIONS OF THE COURT OF APPEALS

[No. 4036-R. May 24, 1949]

DONATA MONTEMAYOR, in her capacity as Administratrix of the intestate estate of the deceased CLODUALDO VITUG, petitioner, *vs.* FROILAN BAYONA, Judge of the Court of First Instance of Pampanga, and FLORENCIA VITUG, respondents.

PLEADING AND PRACTICE; APPEAL; ORDER ENFORCING A FINAL OR EXECUTORY ORDER, NOT APPEALABLE; STAY OF FINAL JUDGMENTS AND ORDER, WHEN ALLOWED.—An order issued exclusively for the purpose of carrying out a previous order, which has become final and executory in character, is not appealable. To allow an appeal therefrom would amount to allowing the prospective appellant to reopen the issues already decided with finality by the latter order and, consequently, to stay or suspend the legal effects thereof. If, for one reason or another, the latter order is wrongful, or illegal the remedy against the same is not an appeal therefrom but must be sought somewhere else and through some other action. In this jurisdiction final judgments or orders may be stayed only in the following cases: first, by a petition for relief under Rule 38 with a petition for the issuance of a preliminary injunction to maintain the *status quo*; second, by an action to enjoin enforcement on the ground that the judgment or order is void for lack of jurisdiction or of due process of law, or on the ground of fraud, likewise with the corresponding petition for a preliminary injunction; third, by a petition filed under the provisions of Commonwealth Act 689 as amended by Republic Act No. 66, and fourth, by a petition to stay the execution on equitable grounds.

ORIGINAL ACTION in the Court of Appeals. Petition for Mandamus.

The facts are stated in the opinion of the court.

Punsalan & Yabut for petitioner.

Filemon Cajator for respondents.

DIZON, J.:

The matter before the Court is an original petition for mandamus filed by Donata Montemayor, in her capacity as administratrix of the intestate estate of the deceased Clodualdo Vitug, against Florencia Vitug and the Honorable Froilan Bayona, in his capacity as Judge of the Court of First Instance of Pampanga, to compel the latter to approve and certify the Record on Appeal filed by her in special proceedings No. 4222 of the above-mentioned court.

The material facts are as follows:

On October 4, 1948 the Court of First Instance of Pampanga, through the Hon. Angel Mójica, issued an order in the aforesaid intestate estate of the deceased Clodualdo Vitug approving the amended accounts sub-

mitted by the administratrix, Donata Montemayor, corresponding to the years 1932 to 1936, inclusive, except certain items which were ordered reduced. The dispositive part thereof reads as follows:

"Wherefore, the amended accounts are hereby approved, with the exception of the following items which shall be reduced accordingly, to wit:

"(a) From the items covering the salaries of manager, "personero", clerk and watchman in the total amount of P1,542, the sum of P314 shall be deducted therefrom;

"(b) The sum of P25 shall be deducted from the amount of P300 paid to Roman Cabiling;

"(c) The sum of P10.03 shall be deducted from the total amount of P120.40 which represents the expenses for firearm licenses, etc.;

"(d) From the items covering the interests on current account with the Pampanga Sugar Mills in the total amount of P1,283.70, the sum of P106.975 shall be deducted therefrom;

"(e) The sum of P735.83 shall be deducted from the item covering payment of debts in the amount of P8,830.01."

The obvious legal and practical import of said order, considering the facts therein stated, was to compel the administratrix to reimburse to the estate the sum of P1,191.835—which was the sum total of the reductions to be made in accordance with said order—this amount to be for the exclusive benefit of the only heir who had objected to the approval of the amended accounts aforesaid.

The order of October 4, 1948 having become final and executory, Florencia Vitug, on November 15 of the same year filed a motion praying that "the administratrix Donata Montemayor be ordered to deliver and pay to movant or to her undersigned counsel the said sum of P1,191.835 within a period of five days from her receipt of the order of this Honorable Court;". Over the opposition of the administratrix the lower court, on December 10 of the same year, issued a resolution whose dispositive part reads as follows:

"Por tanto, se ordena a la administradora Donata Montemayor que entregue o pague a Florencia Vitug ó á su abogado Sr. Filemón Cajator la cantidad de P1,191.835 dentro del plazo de treinta (30) días contado desde el recibo de esta orden."

On January 6, 1949 the administratrix filed a motion for reconsideration of the order of December 10, 1948, which motion the lower court denied on January 17. On January 28 the administratrix filed a notice of appeal from the "order dated December 10, 1948, issued in this case to the Court of Appeals, it being contrary to law and to the facts of the case," and simultaneously filed her Record on Appeal. Sustaining the objection of Florencia Vitug to the approval and certification of the said Record on Appeal the respondent judge disapproved the same upon the ground that the order of December 10, 1948 was not appealable. Hence the present petition for mandamus.

That the order of October 4, 1948 disapproving certain items included in the amended accounts of the administratrix is now final and executory is not only not disputed but expressly admitted by the petitioner in her motion for reconsideration of January 6, 1949.

Such being the case, Florencia Vitug, the party to whom the total sum of ₱1,191.835 was to be paid because the same represented her personal share ($\frac{1}{12}$) in the total of the items of the amended accounts of the administratrix against which her objections were sustained by the lower court, was therefore entitled as of right to the issuance of the corresponding writ of execution (*Fiesta vs. Llorente*, 25 Phil., 55, *Lim vs. Singian*, 37 Phil., p. 817). The order of December 10, 1948 was issued exclusively for the purpose of carrying out the order of October 4, 1948.

Upon the facts just stated it seems obvious that the order of December 10, 1948 is not appealable. To allow an appeal therefrom would amount to allowing the petitioner herein to reopen the issues already decided with finality by the order of October 4, 1948 and, consequently, to stay or suspend the legal effects thereof. If, for one reason or another, the order of December 10, 1948 is wrongful or illegal petitioner's remedy is not an appeal therefrom but must be sought somewhere else and through some other action. In this jurisdiction final judgments or orders may be stayed only in the following cases: First, by a petition for relief under Rule 38 with a petition for the issuance of a preliminary injunction to maintain the *status quo*; second, by an action to enjoin enforcement on the ground that the judgment or order is void for lack of jurisdiction or of due process of law, or on the ground of fraud, likewise with the corresponding petition for a preliminary injunction; third, by a petition filed under the provisions of Commonwealth Act 689 as amended by Republic Act No. 66, and fourth, by a petition to stay the execution on equitable grounds.

The petitioner contends that she had "made payments of the sum of ₱8,830.01 to the creditors of the deceased, and which obligation was assumed by the heirs of the same." Florencia Vitug's proportionate share in this sum being ₱735.83. Upon this ground petitioner claims that she stepped into the shoes of the creditors and that, therefore, she is also a creditor of Florencia Vitug. This claim is untenable.

According to the record "no existe en la actualidad ninguna reclamación pendiente de pago, pues en el proyecto de partición de fecha 22 de julio de 1933, que fué aprobado, primeramente, el 26 de agosto del mismo año y confirmado, después, el 16 de enero de 1937, consta claramente que todos y cada uno de los herederos del difunto Clodualdo Vitug asumieron la obligación de pagar las deudas

del mismo que montan a ₱20,771.14;". Granting that of this amount the petitioner had paid ₱8,830.01, this payment did not make her the creditor of the estate of Clodualdo Vitug because she paid with money of his estate. What the order of December 10, 1948 compelled her to do was nothing more than to have her reimburse to the estate one twelfth ($1/12$) of the total amount which she, as administratrix, should not have disbursed. That this amount she has to reimburse to the estate must ultimately be delivered to Florencia Vitug does not alter the situation. Whether or not because the payment made by her will redound to the benefit of Florencia Vitug and she has, therefore, a cause of action against the latter, is a question that we do not here decide.

Wherefore, the petition for mandamus under consideration being without merits, the same is hereby denied.

Concepcion and De Leon, JJ., concur.

Petition denied.

[No. 2938-R. June 20, 1949]

RACHID BORGAILY, plaintiff-appellant and appellee, *vs.*
MARCOS SAEZ, defendant-appellant and appellee

OBLIGATION AND CONTRACT; CONSIGNATION; TREASURER NOT THE PROPER AUTHORITY TO CONSIGN AMOUNT DUE.—The consignment in the instant case was not made in accordance with law. It does not appear, in the first place, that tender of payment was ever made to the creditor, much less that the latter had ever refused to accept payment of the obligation in question. Neither does it appear that before making the consignment the debtor had given the creditor the previous notice required by law. Lastly, while the consignment was made by the debtor by delivering the money in the hands of the municipal treasurer of Santa Cruz, Davao, the law expressly and clearly speaks of consignment made by depositing the amount due in the hands of the judicial authorities—which the municipal treasurer is not.

APPEAL from a judgment of the Court of First Instance of Davao. Fernandez, J.

The facts are stated in the opinion of the court.

Castillo, Cervantes & Oceña for plaintiff and appellant.
Bastida & Calanog for defendant appellant.

DIZON, J.:

This is an appeal from the decision of the Court of First Instance of Davao the dispositive part of which is as follows:

"En méritos de todo lo expuesto, se dicta sentencia declarando nula y de ningún valor la consignación de diez mil pesos en moneda japonesa en la tesorería municipal de Santa Cruz. Se ordena al demandado que dentro de treinta (30) días a contar desde esta fecha, otorgue y suscriba una escritura de hipoteca a favor del demandante en la suma de siete mil setecientos setenta y siete pesos (₱7,777.77)

con setenta y siete centavos, con intereses de ocho por ciento (8%) anual a contar desde el 1.º de enero de 1946, fecha en que los negocios en Davao comenzaron a normalizar, con garantía de la hipoteca de las propiedades, consistentes en dos parcelas de terreno descritas en los Certificados de Transferencia de Título Nos. 404 (233) y 405 (234), con una extensión superficial de 474.746 y 103.274 metros cuadrados, respectivamente, cuya obligación será vencida y pagada dentro de un (1) año desde la fecha de su otorgamiento. Se autoriza al demandante, en el caso de que el demandado no ha pagado aún su obligación hipotecaria o parte de la misma al Banco Nacional Filipino, a pagar dicha obligación hipotecaria con sus intereses a dicha institución bancaria, y la cantidad así pagada se incluirá en la obligación principal del demandado al demandante. Y se condena al demandado a pagar al demandante la suma de mil (P1,000) pesos en concepto de honorarios de abogado, y a pagar las costas." (Record on Appeal, pp. 78-79.)

According to the evidence, on September 16, 1942 the defendant Marcos Saez obtained a loan of P5,000 from the plaintiff Rachid Borgaily, payable within five years after that date with interest at 8 per cent per annum. Among other things their written contract contained the following provisions:

"3. * * * Que tan pronto se abra el Banco Nacional Filipino en Davao, pagaré con el dinero de cinco mil pesos (P5,000) prestado del Sr. Rachid Borgaily mi cuenta con el citado Banco Nacional Filipino, para la cancelación de la hipoteca de mis dos parcelas de terrenos descritas en los certificados de transferencia de título Nos. 404 (233) de 474.746 metros cuadrados, y 405 (234) de 103.274 metros cuadrados, a favor del citado Banco Nacional Filipino, e hipotecarlas de nuevo a favor de mi acreedor Sr. Rachid Borgaily, siendo por mi cuenta todos los gastos para la cancelación de la hipoteca a favor del Banco Nacional Filipino y de la nueva hipoteca de las mismas dos parcelas de terreno a favor del referido acreedor Sr. Rachid Borgaily, y de su registro correspondiente en el Registrador de Títulos de la provincia de Davao." (Record on Appeal, pp. 8-9.)

On November 18, 1943 the said defendant obtained an additional loan in the sum of P5,000 from the plaintiff, under the same terms contained in their contract of September 16, 1942. Among other things, their written contract in connection with this additional loan provides:

"2. * * * Hago constar también que ya he pagado al Banco Nacional Filipino toda mi obligación principal montante a la suma de dos mil pesos (P2,000), faltando solamente por pagar los intereses, en razón a que mi citada obligación no debe devengar ningún interés durante la guerra presente, así es que no se ha podido cancelar mi hipoteca a favor del citado Banco Nacional.

"3. Que tan pronto pueda conseguir la cancelación de la hipoteca de mis propiedades mencionadas en la escritura de fecha 16 de septiembre de 1942, otorgaré la escritura de hipoteca correspondiente y seguridad del pago de mi cuenta de diez mil pesos (P10,000)." (Record on Appeal, p. 12.)

Claiming that on November 9 and December 7, 1945 he had made demands upon the defendant for the latter to comply with his obligation of having the mortgage in favor

of the Philippine National Bank mentioned in the two contracts aforesaid duly cancelled and to execute another deed of mortgage in his favor but that, instead of doing so, the defendant replied that he had already paid him the two loans in question having consigned sufficient amount for the purpose in the hands of the municipal treasurer of Santa Cruz, Davao, on March 1, 1945, the plaintiff, on December 18, 1945 filed the present action against the defendant praying in his complaint:

"(a) * * * Que se ordene al demandado para otorgar una escritura de hipoteca a favor del demandante, previa cancelación de la hipoteca a favor del Banco Nacional Filipino, para asegurar el pago de la suma de diez mil pesos (P10,000), moneda filipina, y de los intereses convenidos de acuerdo con los términos y condiciones estipuladas en las escrituras de préstamo, Exhibitos A y B.

"(b) Que se declare nulo y de ningún valor en tanto en cuanto afecta al demandante el alegado depósito de diez mil pesos (P10,000) en la Tesorería Municipal de Santa Cruz, Provincia de Davao, Filipinas.

"(c) Que en el triste caso de que el demandado tiene aún que pagar al Banco Nacional Filipino para la debida cancelación de la hipoteca y poder el citado demandado otorgar y suscribir la escritura de hipoteca a favor del demandante de conformidad con lo pactado y convenido en las escrituras de préstamo, Exhibitos A y B, que se autorice al mencionado demandante pagar al Banco Nacional Filipino a cuenta del mismo demandado, con el interés que el referido Banco Nacional Filipino suele cobrar, y que se ordene, asimismo, al Banco Nacional Filipino que una vez pagada la cuenta del demandado que entregue al demandante los certificados de transferencia de título Nos. 404 (233) y 405 (234) para la debida protección de los intereses del demandante, y

"(d) Que se conceda al demandante cualquier otro remedio que en justicia y equidad proceda." (Record on Appeal, pp. 5-6.)

In his answer the defendant admitted the allegations of the complaint except those made in paragraph 7 thereof and, with reference to the currency in which the loans in question were made, he alleged, by way of special defenses, first that the contracts Exhibits A and B attached to plaintiff's complaint do not state the true currency in which the loans in question were made, the fact being that the money loaned by the plaintiff to him was in the so-called Mickey Mouse currency; second, that he had already paid his indebtedness to the plaintiff by consigning the sum of P10,000 in the hands of the municipal treasurer of Santa Cruz, Davao, on March 1, 1945; third, that his obligation is covered by the Executive Order on moratorium and for that reason no deed of mortgage could be executed in favor of the plaintiff because the same would necessarily specify the amount of the principal obligation and the kind of currency in which it is payable, and lastly, that the complaint was filed prematurely.

On August 17, 1946 the defendant filed a motion to dismiss the case invoking Executive Order No. 25 issued by the President of the Philippines on November 18, 1944,

as amended by Executive Order No. 32 issued on March 10, 1945. The trial court, however, denied the motion upon the main ground that the complaint does not seek to compel the defendant to pay his debt of ₱10,000 to the plaintiff but merely to execute the deed of mortgage agreed upon in the contracts Exhibits A and B.

It is not disputed that on the dates mentioned in the documents marked as Exhibits A and B the defendant received from the plaintiff the total sum of ₱10,000 in Japanese military notes. Neither is it denied that on March 10, 1945 the defendant deposited in the hands of the municipal treasurer of Santa Cruz, Davao, the sum of ₱10,000 in Mickey Mouse currency, but without previous notice thereof to the plaintiff.

The questions that we now have to decide in view of the assignments of error made in the briefs of both parties, as appellants, are as follows:

1. Did the lower court err in holding that the consignment made by the defendant on March 1, 1945 is void and of no legal effect?

2. Did the lower court err in ordering the defendant to execute in favor of the plaintiff a deed of mortgage covering the parcels of land with transfer certificate of title Nos. 404 (233), and 405 (234) with an area of 474.746 and 103.274 square meters, respectively, the obligation to be payable within one year from the date of the execution of the contract?

3. Did the lower court err in reducing the obligation from ₱10,000 to ₱7,777.77?

4. Did the trial court err in authorizing the plaintiff to pay whatever obligation is due from the defendant to the Philippine National Bank in order to cancel the mortgage in favor of said institution covering the properties already mentioned?

5. Did the lower court err in sentencing the defendant to pay the plaintiff the sum of ₱1,000 as attorney's fees?

Upon the undisputed facts and circumstances appearing of record with reference to the consignment or deposit of the sum of ₱10,000 in Japanese military notes made by the defendant in the hands of the municipal treasurer of Santa Cruz, we are of the opinion that the appealed judgment, insofar as it declares said consignment void and without legal effect, must be sustained because the consignment was not made in accordance with law. It does not appear, in the first place, that tender of payment was ever made to the plaintiff, much less that the latter had ever refused to accept payment of the obligation in question. Neither does it appear that before making the consignment the defendant had given the plaintiff the previous notice required by law. Lastly, while the consignment was made by the defendant by delivering the money in the

hands of the municipal treasurer of Santa Cruz, Davao, the law expressly and clearly speaks of consignation made by depositing the amount due in the hands of the judicial authorities—which the municipal treasurer is not.

The abnormal times prevailing in the locality did not excuse compliance with the law on the subject. The claim that plaintiff's absence from his home or residence in Davao did not make it possible for the defendant to pay his obligation personally to the plaintiff in the month of March, 1945 is without merits, because it has not been shown that the plaintiff left his residence precisely to avoid being compelled to accept the payment. Neither does the evidence disclose that the plaintiff had any knowledge of, or any inkling about defendant's desire or intention to make any payment at all. Moreover, there was nothing in their contract imposing upon the plaintiff the obligation of not changing his residence, and considering the danger of his remaining in the City of Davao on or about March, 1945 due to the bombing of the city by the United States Air Forces, no one can certainly blame him for leaving the place for a safer one.

If the consignation is void and of no legal effect the inescapable conclusion is that the contracts Exhibits A and B are still outstanding and enforceable. But the plaintiff having loaned to the defendant ₱10,000 in Japanese military notes, what amount in the present Philippine currency is he entitled to receive in payment thereof? In deciding this question the trial court adopted the so-called Balantyne schedule and assuming, on the basis thereof, that in 1942 the peso, Japanese military currency, was at par with the peso, Philippine currency, and that somewhere in November, 1943 one peso genuine currency was equivalent to ₱1.80 Japanese military currency, concluded that the ₱10,000 owing from the defendant to the plaintiff should be reduced to ₱7,777.77 Philippine currency.

We believe that this part of the appealed judgment cannot be sustained, it being premature to decide the questions therein involved in the present action intended merely to compel the defendant to execute the deed of mortgage agreed upon. Moreover, in view of the provisions of the Executive Orders on moratorium, that question must necessarily be left for future determination.

On the other hand, that part of the appealed judgment ordering the defendant to execute a deed of mortgage in favor of the plaintiff, in accordance with the provisions of Exhibits A and B, we find to be just and correct. Exhibits A and B are still binding contracts and it having been shown that there is nothing that can now prevent the defendant from executing the deed of mortgage in favor of the plaintiff except perhaps the fact that defendant's indebtedness to the Philippine National Bank, secured

by a mortgage upon the same properties which he had bound himself to mortgage to the plaintiff, still remains totally or partially unpaid, we believe that it is his legal duty firstly, to pay the bank and secure the cancellation of the mortgage in favor of the latter, if the mortgage debt or any part thereof is still outstanding, with the understanding that, upon his refusal or failure to do so, the plaintiff may make the payment in his stead, the amount paid for the purpose to be understood as entitled to the same security, and secondly, to execute thereafter the corresponding deed of mortgage in favor of the plaintiff, as agreed upon. In the execution of said mortgage the amount to be stated as owing from the defendant to the plaintiff should be the original amount of ₱10,000, payable in accordance with the terms and conditions of the contracts Exhibits A and B, subject to the provisions of the Executive Orders on moratorium, the equivalent of the aforesaid amount, ₱10,000 Japanese military notes, in the present Philippine currency to be determined at the proper time.

Lastly, we do not believe that the plaintiff is entitled to attorney's fees. The contract Exhibit A provides for that purpose only "en el caso de que el acreedor Sr. Rachid Borgailly tuviere aun necesidad de acudir a los Tribunales de Justicia para el cobro de dicha cantidad de cinco mil pesos etc." As stated heretofore, the present action is not for the recovery of the amounts due under the contracts Exhibits A and B. To make an award of attorney's fees now would amount to unnecessarily broadening the meaning of the contract of the parties.

Modified as stated in the preceding paragraphs, the appealed judgment is hereby affirmed in all other respects, with costs.

Concepcion and De Leon, JJ., concur.

Judgment modified.

[No. 2786-R. June 21, 1949]

**THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. LUCIA TORREFRANCA and BEATRIZ MAURICIO, defend-
ants and appellants.**

1. **CRIMINAL LAW; ESTAFA; ESTAFA NOT A PRIVATE CRIME.**—The crime of *estafa* is not private in nature and the criminal responsibility arising therefrom is not dependent upon the attitude of the offended party.
2. **ID.; ID.; ACCESSORY AFTER THE FACT; EVIDENCE REQUIRED TO CONVICT AN ACCESSORY.**—It is essential, in order to convict the accused as an accessory, to show positively that she knew of the illegal source of the jewelry before she disposed of the unrecovered earring.

APPEAL from a judgment of the Court of First Instance of Rizal. Tan, J.

The facts are stated in the opinion of the court.

Alfredo Cruz for appellant Torrefranca.

Mariano A. Albert for appellant Mauricio.

First Assistant Solicitor General Roberto A. Gianzon and
Solicitor Jesus A. Avanceña for appellee.

REYES, J. B. L., J.:

This appeal was taken by the accused Lucia Torrefranca and Beatriz Mauricio from a decision of the Court of First Instance of Rizal, convicting them, as principal and accessory after the fact (*encubridora*), respectively of the crime of *estafa* punishable under article 315, Revised Penal Code, paragraph 1(b), and sentencing Torrefranca to 2 years and 4 months of *prisión correccional* and Mauricio to 21 days of *arresto menor*. Both were condemned to indemnify the offended parties, Socorro Henson and the heirs of Julia Salgado de Gonzales in the sum of ₱11,000 with subsidiary imprisonment in case of insolvency, and costs.

The facts as disclosed by the evidence on record are as follows: Sometime in December 1945, Julia Salgado Gonzales and her cousin, Socorro Henson, jointly entrusted to Lucia Torrefranca, for sale on commission, four pieces of jewelry; one 6 carat diamond solitaire ring for men, a woman's 6 carat diamond solitaire ring and a pair of earrings with two 16 carat diamonds. The sale price was fixed at ₱35,000 for the lot, the agent being given three weeks within which to sell or return the jewels. On December 28 the accused Torrefranca reported to her principals that she had been the object of armed robbery in Malabon, Rizal Province, and the jewels forcibly taken away. The case was reported to and investigated by the provincial and city police officers, with the result that Torrefranca finally confessed (Exhibit B) that the robbery had been staged by her brother-in-law and some accomplices to hide the fact that she (the agent) had pawned the jewelry and misappropriated the proceeds. One ring and one of the earrings had been delivered to a certain Mrs. Baldisseri, and the other ring and half of the pair of earrings pledged to the accused Mrs. Beatriz Mauricio for ₱3,000. With the help of the police the portion of the jewelry delivered to Mrs. Baldisseri were recovered on December 31, 1945.

To repossess the jewels pawned to Mrs. Beatriz Mauricio, the police and the offended parties devised the plan of having Lucia Torrefranca accompany Socorro Henson and introduce her to Mrs. Mauricio as a prospective buyer of the jewels. This was done on December 31, 1945 and the accused Mauricio exhibited to Mrs. Henson both the man's solitaire and one of the earrings, which Henson recognized. Having no authority to seize the jewelry, Henson promised to return next day to consummate the purchase. The next day being a holiday (new year's) a search warrant was

obtained the following 2nd of January, and immediately thereafter, Miss Henson, the accused Torrefranca, and agent Teodoro Garcia of the Military Police Command, returned to the house of appellant Beatriz Mauricio, ostensibly to buy the jewels pawned by Torrefranca. Agent Garcia, carrying the warrant, posed as Torrefranca's brother. Appellant Beatriz Mauricio informed the "customer" that the ring was kept by her son and the earring by another person, because the police were after the ornaments. After a wait of two hours, Dr. Jeremias Mauricio, son of appellant Beatriz, arrived and the ring was exhibited to Miss Henson who examined it with a lens and then placed it on the table. Without waiting for the production of the earring, agent Garcia seized the man's ring, exhibited the search warrant and identified himself as a member of the police force. Immediately appellant Beatriz Mauricio fled downstairs and out of the house, and was not seen until days later when she gave a statement to the fiscal and the police (Exhibit B). A receipt for the seized ring was issued to her son and the ring subsequently, returned to the owner; but the half of the earrings, exhibited by Mauricio to Miss Henson on her first visit stands unrecovered to this day.

A complaint for *estafa* was first filed against Torrefranca alone, but it was dismissed for non-appearance of the complainant, Julia Salgado, apparently due to an error as to her address. Subsequently, an information was refiled against Torrefranca as principal and Beatriz Mauricio as accessory after the fact, with the result noted at the beginning of this opinion. Mrs. Julia Salgado Gonzales died before the second information was filed.

With respect to appellant Lucia Torrefranca, her guilt is established beyond shadow of a doubt by her own confession to the police, (Exhibit D) and the testimony of Socorro Henson. The evidence is conclusive that appellant pledged the articles she was commissioned to sell, and then misappropriated the proceeds, staging a pretended robbery to cover her infidelity. The thesis that Henson posed as a partner of the deceased Julia Salgado solely to circumvent the absence of proof arising from her death is not supported by the record. Not only is Henson's testimony uncontradicted, but the pains she took in locating and recovering the jewelry would be difficult to explain except on the basis of her having an actual interest in the misappropriated jewelry. At any rate, it is evident upon the record that Henson was present when the deceased Julia Salgado entrusted the jewels to the accused Torrefranca, and her testimony can in no wise be deemed as hearsay.

The explanation of this appellant that the robbery was engineered by the deceased herself, to enable her to repossess the jewelry without repaying the amount for which

they were pledged, is undeserving of credence, being unsupported by any proof other than the statements of Torre-franca herself at the trial in the court below, and which furthermore squarely contradict her confession to the police authorities (Exhibit D). Manifestly her story at the trial was devised to take advantage of the death of complainant Julia Salgado. That the latter was more interested in recovering the jewels than in prosecuting the appellant is of no importance, since the crime of *estafa* is not private in nature and the criminal responsibility arising therefrom is not dependent upon the attitude of the offended party.

With reference to appellant Beatriz Mauricio it is essential, in order to convict her as an accessory, to show positively that she knew of the illegal source of the jewelry before she disposed of the unrecovered earring. There is no direct evidence on this point, and the circumstances relied upon by the Solicitor General are insufficient to demonstrate her guilt in the measure and the degree required by law. Granting that she was told by Mrs. Baldisseri that the other ring and earring had been seized by the police, it nowhere appears that this knowledge was imparted to appellant Mauricio *before* her agent sold the missing jewel sometime before the second visit of Socorro Henson. The latter it must be recalled, had not advised the appellant of the true facts when the earring was shown to her on the evening of December 31st. The Solicitor General stresses the apparently unscenly haste in disposing the missing jewel when Miss Henson had expressed her willingness to buy it and promised to return. It is not shown, however, that any definite contract for the purchase of the jewels was perfected on the first visit of Miss Henson, and appellant was not bound to rely on her promise to return; and the speedy disposition of the missing earring would seem to depend more on the activity of the agent than on that of appellant. Moreover, if the immediate sale of the jewel were at all due to appellant Mauricio's guilty knowledge, it is reasonable to expect that she would have either sold or concealed as well the man's solitaire ring which was seized on the occasion of Miss Henson's second visit.

There remains this appellant's flight on the latter occasion; but it admits of several explanations and her criminal liability can not be predicated exclusively thereon, without further support. The conviction of Beatriz Mauricio, therefore, can not stand, and said appellant is hereby acquitted, but without prejudice to any civil liability on her part.

The conviction of Lucia Torre-franca is affirmed, but the penalty must be modified to conform to the Indeterminate Sentence Law. There being no modifying circumstances, and the amount involved being ₱35,000, the said appellant

is hereby sentenced to not less than two (2) years and four (4) months of *prisión correccional*, and not more than seven (7) years and six (6) months of *prisión mayor*. In all other respects, the judgment appealed from is affirmed, with costs against accused Torrefranca in this instance.

Gutierrez David and Borromeo, JJ., concur.

Judgment modified.

[No. 2802-R. June 21, 1949]

MARTA LUSICA, plaintiff and appellant, *vs.* FIDEL LA-AG,
ET AL., defendants and appellees

INTESTACY; HEIR INTESTATE; ALIENATIONS INTER VIVOS BY DECEDENT CANNOT BE QUESTIONED BY HEIR INTESTATE UNLESS TRANSACTIONS ARE VITIATED BY SOME VICE OF CONSENT.—An heir intestate, not being a forced heir can not go against the acts of the decedent. If the latter in his lifetime, waived his rights to any property, the heir intestate is not in a position to complain; as such heir intestate she must abide by and recognize all alienations made by the deceased. There being no forced heirs, the decedent was at liberty to transfer his properties to whomsoever he chose by any means not prohibited by law, and the heir intestate has no reason to contest her uncle's choice unless she proves that the transaction is affected by some vice of consent, like fraud, duress, mistake or incapacity, of which there is not the least hint in the instant case.

APPEAL from a judgment of the Court of First Instance of Surigao. Bayona, J.

The facts are stated in the opinion of the court.

Ricardo D. Garcia for appellant.

Montano O. Ortiz for appellees.

REYES, J. B. L., J.:

Marta Lusica filed the present action in July of 1947, in the Court of First Instance of Surigao, to recover possession and ownership of a parcel of improved coconut land described as lot 3457 of the cadastral survey of Surigao, which she averred having inherited from the owner, her late uncle Gregorio Lusica, and alleging unlawful detainer thereof since 1937 by the defendant. Plaintiff further claimed indemnity for damages. The answer is to the effect that the defendants are the true owners of the disputed realty, the same having been decreed in their favor since March 2, 1933, in cadastral proceedings.

The facts are in the main undisputed. Lot 3457 was originally owned and cultivated by Gregorio Lusica, who lived maritally with the mother of the defendants, Fidel and Eustaquia, when the latter were still of tender age. Lusica reared the two children as his own, despite the fact that they admittedly were the offspring of one Florencio La-ag. In 1933, when the defendants were still

minors, a claim for lot 3457 was filed in their name and the cadastral Court adjudicated said lot with all improvements thereon, to the defendants, Eustaquia Lusica, married to Juan Senolog, and Fidel Lusica, aged 17, both residing in Surigao, Surigao. The corresponding certificate, No. 657 was issued in 1936, but was burned together with the cadastral records during the American raids on Surigao. In 1936, Gregorio Lusica brought the plaintiff, who was his niece, to live with him, and she did so until Gregorio died in 1937.

The burden of plaintiff's contention is that the decree issued in the name of Fidel and Eustaquia Lusica was fraudulently obtained, since the true surname of defendants is La-ag, and they were not related to Gregorio Lusica; that she being the sole heir intestate of Gregorio, she is entitled to the land by inheritance.

The lower court dismissed the complaint on the ground that the evidence was insufficient to justify the action or to support the title of plaintiff, and the latter appealed to this Court. The following errors are assigned:

"I. The trial court erred in holding that exhibits 1 and 2 which are receipts allegedly issued by the Office of the register of deeds, of the defendants and appellees, are evidence of title notwithstanding and in glaring contravention to the provisions of Republic Act No. 26 providing for the reconstitution of Certificate of Title either lost or destroyed;

"II. The trial court erred in holding that just because the deceased Gregorio Lusica reared and educated the defendants and appellees as his own children, the latter have acquired the right to carry the surname of the former and consequently the right to succeed which is in utter disregard of the evidence adduced at the trial which conclusively proves that the defendants-appellees' father was Florencio La-ag and not the decedent Gregorio Lusica, the lawful owner of the land in litigation and uncle of plaintiff and appellant;

"III. The trial court erred in declaring the defendants and appellees lawful owners of the land in litigation contrary to the evidence on record and adduced during the trial; and

"IV. The trial court erred in absolving the defendants-appellees from plaintiff's complaint contrary to the evidence showing that said defendants have acquired the land in litigation through fraud and misrepresentation to the prejudice of the lawful heir of the deceased Gregorio Lusica, the plaintiff and appellant herein."

The essential factor that must be borne in mind is that plaintiff and appellant not being a forced heir but only an heir intestate, can not go against the acts of the decedent. If the latter in his lifetime, waived his rights to any property, the appellant is not in a position to complain; as heir intestate she must abide by and recognize all alienations made by the deceased. Considering that the applicants in the cadastral case were minors in 1933, and had been from a very tender age under the care of appellant's uncle, Gregorio Lusica, and considering further that the latter took no steps between 1934 and 1937 (when he died) to have the cadastral decree reviewed and act aside, it

becomes morally certain that the application of the appellees was made with his full knowledge and consent, if indeed he did not plan and carry out the entire scheme by himself, as appears very probable. In legal effect, Gregorio renounced his ownership of lot 3457 in favor of these appellees. There was no reason in law against his doing so, since he had no forced heirs that the law required him to protect, and therefore, that waiver is binding on the appellant as his successor by inheritance. The lower Court acted correctly in holding that plaintiff and appellant's cause of action had not been properly established.

Turning to the errors assigned by the appellant, the first is not only unmeritorious but unessential. The non-reconstitution of the certificate of title by means of the proceedings established in Republic Act No. 26, does not bar the appellee from proving that such certificates were in fact issued and delivered. The official receipts Exhibits 1 and 2 are only proof of the issuance, but not of the contents, of certificate of title No. 657, and there is nothing in Republic Act 27 which bars such evidence. Further, the question is really immaterial, for the appellant herself is the one who proved the decision issued in favor of the appellees, and their title springs from that decision and not from the certificate.

The second error is likewise impertinent to the issues. Whether or not the proper surname of the appellees is La-ag or Lusica can not possibly affect the Cadastral decision in their favor, or their ownership of the land in litigation. There is no showing that any person was misled by the use of the surname Lusica by the appellees. Certainly Gregorio was not so misled, for the evidence is clear that he knew that these appellees used the surname, and he allowed them to do so without protest. The contention that by presenting themselves as Fidel and Eustaquia Lusica, the appellees must be held to have obtained the cadastral decree by fraud is puerile, there being no attempt to show that by such maneuver the Court was led to believe that appellees were some other persons.

Finally, there was no violation of article 1334 and 1335 of the Civil Code prohibiting donations to spouses and stepchildren, since appellant's own evidence has established that Gregorio Lusica was never married to the mother of the appellees and no donation was made. Said articles being in derogation of ordinary rights can not be extended by analogy to cases not covered by their precise term.

The record is very clear that the acts complained of were assented to by appellant's uncle Gregorio Lusica, who was the original owner of the controverted land, and shows that he intended the appellees herein to have it. There being no forced heirs, he was at liberty to transfer his properties to whomsoever he chose by any means not pro-

hibited by law, and appellant has no reason to contest her uncle's choice unless she proves that the transaction is affected by some vice of consent, like fraud, duress, mistake or incapacity, of which there is not the least hint in the record before us.

It being apparent that the present appeal is clearly without merit, and that it must have been obvious from the beginning that appellant had no legal ground to bring the action, the judgment of the Court of First Instance of Surigao is affirmed in all its parts with treble costs against appellant.

Gutierrez David and Borromeo, JJ., concur.

Judgment modified.

[No. 2029-R. June 22, 1949]

CIRILA LAYSON DE TAMBAOAN, plaintiff and appellee, *vs.*
MERCEDES OLIQUINO and EMILIANO TAMBAOAN, defendants; MERCEDES OLIQUINO, defendant and appellant.

HUSBAND AND WIFE; CONJUGAL PROPERTY; ALIENATION BY HUSBAND, BY WAY OF GIFT, OF CONJUGAL PROPERTY, EFFECT; REMEDY AVAILABLE TO WIFE.—The alienation by the husband, by way of gift or present, of property belonging to the conjugal partnership, in violation of the Civil Code and in fraud of his wife, is illegal and shall not prejudice the latter or her heirs (art. 1413, Civil Code). The said gift can only be held invalid in so far as it prejudices the wife. Pursuant to the provisions of articles 1413 and 1419 of the Civil Code, its nullity cannot be determined until after the liquidation of the conjugal partnership and it is found out that it encroached upon the wife's portion in the partnership. Meanwhile, for the protection of the wife, this condition of the properties in question should be recorded in the register and in the certificate of title which was issued as a result of said alienation (*Baello vs. Villanueva*, 54 Phil., 213).

APPEAL from a judgment of the Court of First Instance of Manila. Barrios, J.

The facts are stated in the opinion of the court.

Rafael R. Lasam for appellant.

Alejo Mabanag and *Jose E. Elegir* for appellee.

GUTIERREZ DAVID, J.:

Defendant and appellant Mercedes Oliquino prays us to reverse a judgment of the Court of First Instance of Manila whereby by properties covered by transfer certificate of title No. 3812 of the Registry of Deeds for the City of Manila were declared conjugal property of the spouses Emiliano Tambaoan and Cirila Layson and Mercedes Oliquino was ordered to reconvey the same to the aforesaid spouses by transferring the certificate of title within five days.

Cirila Layson de Tambaoan, who commenced this present action, is the wife of Emiliano Tambaoan, the two having been married on November 25, 1909, and whose marriage is still subsisting until the present time. In 1941 Emiliano Tambaoan left the conjugal dwelling and went to live with his mistress, the herein defendant Mercedes Oliquino, by whom he begot two children and with whom he lived until December, 1946.

On May 21, 1941, while Emiliano Tambaoan and Mercedes Oliquino were living together, the rights of one Laureano Ferrer, as purchaser on monthly installment basis over lot No. 6, Block No. 49 of the Sta. Mesa Heights Subdivision belonging to the Gregorio Araneta, Inc., containing an area of 240 square meters, were transferred, with the approval of said company, to Mercedes Oliquino. In the deed of transfer, Exhibit A, the latter appeared as the transferee with the name of "Mercedes Oliquino de Tambaoan." Emiliano signed in the deed for the transferee.

Later on, a residential house of strong materials was built on said lot, costing ₱3,000 including the value of labor. The contractor who built it was Francisco del Rosario.

After the payment of the last installment due on the land and after the construction of the house above mentioned, the corresponding deed of sale over the lot was executed by Gregorio Araneta, Inc. in favor of Mercedes Oliquino as the wife of Emiliano Tambaoan. By virtue of said deed of sale, the Register of Deeds of Manila issued Transfer Certificate of Title No. 3812 in the name of "Mercedes Oliquino, married to Emiliano Tambaoan."

In December, 1946, Emiliano Tambaoan, having become paralytic and no longer able to support his mistress, the herein appellant, separated from the latter and returned to the conjugal fold. After said separation, or on December 18, 1946, appellant filed a petition with the Court of First Instance of Manila (Fourth Branch) praying that her status of "married to Emiliano Tambaoan" appearing in the title be changed to that of "single." Emiliano opposed said petition claiming to be the owner of the land and house covered by the title. The court nevertheless granted the petition with the following reservation:

"* * *; entendiéndose, sin embargo, que esta enmienda se hace sin determinar quien es el verdadero dueño de la propiedad descrita en dicho título, así como de la casa arriba citada."

Thereafter the present action was instituted by Cirila Layson against Mercedes Oliquino and Emiliano Tambaoan seeking that the properties covered by TCT No. 3812 be adjudged conjugal property of her and Emiliano Tambaoan and that defendant Mercedes Oliquino be ordered to re-

convey the same to the conjugal partnership. The Court below found for the plaintiff and defendant Mercedes Oliquino brought this appeal.

According to the version of the plaintiff and appellee, Emiliano Tambaoan was the one who purchased the rights of Laureano Ferrer over the lot in question. It was he who continued to pay the monthly installments due thereon. During that time Emiliano was employed in the Hawaiian and Philippines Association, a sugar corporation, with a monthly salary of ₱1,000 and had a transportation business from which he derived a monthly income of another ₱1,000. It was made to appear in the deed of transfer that Mercedes was the purchaser for the purpose of depriving the herein plaintiff and appellee of her right in said property as the real wife of Emiliano Tambaoan. As regards the house, it was Emiliano Tambaoan who caused it to be built. He hired and paid Francisco del Rosario as contractor thereof. Emiliano and the contractor were the ones who purchased the materials used in the construction of the house and it was the former who paid for them. Mercedes never had any intervention or participation in the payment of the contractor and the laborers nor in the purchase of the construction materials.

The foregoing version was established by plaintiff and appellee's own testimony and by that of Laureano Ferrer, the transfer of the lot, and of Francisco del Rosario, the contractor and carpenter who constructed the house. Ferrer testified that when he sought to sell his rights in the land in question, Emiliano Tambaoan offered to buy same through an agent; that Exhibit A was executed and entered into by and between him and Emiliano Tambaoan; that Mercedes Oliquino, whom he does not personally know, was not present during the execution of Exhibit A; that Emiliano was the one who paid him the contract price; and told him that he was buying the lot for his "querida." Del Rosario asserted that it was Emiliano who hired him to construct the said house for ₱400 for labor only, excluding the cost of materials; that it was Emiliano who paid him; that it was he and Emiliano who purchased the construction materials and for which the latter paid; that Mercedes Oliquino never contracted him for the construction of the house nor did she pay him therefor; and that out of the ₱400 agreed upon by him and Emiliano there is still a balance of ₱30 unpaid, but which he has already condoned.

On the other hand, the appellant, while admitting her illicit relations with Emiliano Tambaoan, claims that she and her sisters bought the lot in question from Araneta y Cia.; that they had a document of sale in their favor but it was stolen; that she and her sisters were dressmakers before the war, earning between ₱1 and ₱3 a day; that from their labors as dressmakers they were able to

buy a laundry at No. 1000 Tayabas Street, Manila, paying ₱180 for it; and that said laundry had an income of ₱50 a month. The house involved in this case was constructed out of funds belonging to her and her sisters and brothers; that she was the one who hired Francisco del Rosario; that the cost of the construction was ₱700; and that she paid Francisco del Rosario ₱150 for the labor.

Appellant presented her sister, Prima Oliquino, who testified that she used to earn ₱5 a week as a dressmaker; that whatever she saved, she gave to her sister, the appellant herein; that she and her sister bought the lot in question; and that she told the appellant to put the title to the land and house in her (appellant's) name. Appellant also presented Pedro Guerrero who testified that he paid the salaries of the carpenters and contractor of the house in question at the request of the appellant; that he paid Francisco del Rosario ₱9 a week for five weeks; and that he does not know who hired the laborers who built the house.

As between the foregoing two opposing versions supplied by oral evidence, the trial court gave more credence to that given by the plaintiff and appellee and her witnesses. There is nothing in the record that would justify us in reversing the findings of fact by the court below made upon the conflicting testimony and based largely on the credibility of witnesses. Moreover, the version of the plaintiff is more consistent and natural. It was given by witnesses Ferrer and Del Rosario who have no motives to distort the truth and who were admittedly the persons who directly intervened in the purchase of the lot and in the construction of the house both under litigation. Lastly, it was strange at all for a man like Emiliano, who had the means for it, to buy a lot and construct a house for his mistress with whom he was living under the same roof and by whom he begot two children.

On the other hand, the story of the appellant does not ring true. She and her sisters had no source of sufficient income to enable them to buy the lot and construct thereon a house, costing ₱3,000. As appellant was living with Emiliano, as the latter's commonlaw wife, and Emiliano had a good source of income to enable him to give the appellant a chance of enjoying a comfortable life, it is difficult to believe that he would let the appellant take the little earnings of her sisters and brothers to buy a lot and build a house where said Emiliano, the appellant and their children would have to live and did live.

The factual background reveals beyond doubt that Emiliano acquired the lot and constructed the house with his earnings and during his marriage with the plaintiff and appellee. Such being the case, the lot and house under litigation are conjugal property of Emiliano and the appellee (arts. 1392, 1401, Civil Code; *Ramirez vs.*

Bautista, 14 Phil., 528; Sison *vs.* Ambalada, 30 Phil., 118; Staples-Howe *vs.* Bldg. and Loan Ass., 36 Phil., 417; Romero *vs.* Menzi & Co., 53 Phil., 51; Abella *vs.* Erlanger & Galinger, 59 Phil., 326). This is admitted by both spouses.

As revealed by appellee's own evidence, Emiliano bought the lot for the appellant who was his mistress ("querida") at the time. He caused the deed of transfer (Exhibit A) to appear in her name as transferee, signing thereon for her. He allowed that the deed of sale of the lot be executed and the corresponding certificate of title issued in the name of the appellant. He let the plan of the building be made in appellant's name. He gave the possession of the lot and building to the appellant. From the foregoing facts it is evident that Emiliano granted the properties in litigation to the herein appellant by way of a gift or present. Such alienation, however, being in violation of the Civil Code and in fraud of the appellee as wife, is illegal and shall not prejudice the latter or her heirs (art. 1413, Civil Code).

The aforesaid gift can only be held invalid in so far as it prejudices the wife. Pursuant to the provisions of articles 1413 and 1419 of the Civil Code, its nullity cannot be determined until after the liquidation of the conjugal partnership and it is found out that it encroached upon the wife's portion in the partnership. Meanwhile, for the protection of the appellee, this condition of the properties in question should be recorded in the register and in the certificate of title of the defendant and appellant in accordance with the ruling in Baello *vs.* Villanueva and Villanueva (54 Phil., 213).

In view of the foregoing, the alienation of the properties involved in this case, made by Emiliano Tambaoan in favor of the appellant, should be and it is, hereby, declared illegal and subject to nullification according to the result of the liquidation of the conjugal property of the spouses Emiliano Tambaoan and the plaintiff-appellee, Cirila Layson, and it is ordered that this condition be noted in transfer certificate of title No. 3812.

The decision appealed from is thus modified, without costs in this instance.

Reyes and Borromeo, JJ., concur.

Judgment modified.

[No. 2826-R. June 22, 1949]

FRANCISCO QUINTELA, plaintiff and appellant, *vs.* MANUEL CACHO and RAFAELA G. YBARLIN, defendants and appellees.

CONTRACTS; "PACTO DE RETRO" SALE; REDEMPTION; INTIMIDATION; JAPANESE WAR NOTES AS REDEMPTION MONEY, VALID; CASE AT BAR.—The redemption of properties sold on *pacto de retro* may

be made in Japanese war currency notwithstanding the fluctuations in the purchasing power (*Mata et al. vs. Pichay et al.*, CA-G. R. No. 708, Sept. 17, 1947; *Acunin et al. vs. Gonzales et al.*, CA-G. R. No. 399-R, Oct. 25, 1947; *Cunanan vs. R. Amparo & B. Soriano*, G. R. No. L-1313, Feb. 16, 1948). Hence, in demanding and forcing acceptance of the Japanese war notes, the vendor acted within his rights and was not guilty of any wrongful act. And it is a settled rule that intimidation in order to annul a contract, within the purview of articles 1267 and 1268 of the Civil Code, has to do with evil or harm arising from an unlawful act, not from the exercise of a right (*Sotto vs. Mariano*, CA, 36 Off. Gaz., 1056; *Filipinas Compañia de Seguros vs. Christian Huenefeld, Co., Inc.*, Reg. No. 1472-R, CA, prom. May 31, 1948; *Alcantara vs. Sian et al.*, CA G. R. No. 840-R, Aug. 19, 1947; *Cf. Corporacion de PP. Agustinos vs. Del Rey*, 56 Phil. 512; 8 *Manresa* 671-678, 1918 ed.). From the facts in the case at bar, there was no serious or grave intimidation as contemplated by law.

APPEAL from a judgment of the Court of First Instance of Camarines Norte. Ramos, J.

The facts are stated in the opinion of the Court.

Santos Law Office for appellant.

Victoriano Yamson and Pedro A. Venida for appellees.

GUTIERREZ DAVID, J.:

On May 29, 1940, Manuel Cacho, one of the defendants herein, sold to Francisco Quintela, the herein plaintiff, under a deed of *pacto de retro* (Exhibit A-1) the land described in the complaint for ₱1,300, Philippine currency, reserving his right to repurchase said property within the period of 4 years to be counted from the expiration of a period of first three years immediately following the date of the *pacto de retro* sale. On or before the expiration of said period of three years, Manuel Cacho offered to sell the land to Rafaela Garcia de Ybarlin, another defendant in this case, who advanced to Manuel Cacho the sum of ₱1,300 so that the latter could redeem the property before conveying it to her. On May 18, 1943, Francisco Quintela signed an annotation (Exhibit XX) at the back of the second page of the deed of *pacto de retro* sale, Exhibit A-1, acknowledging payment of the sum of ₱1,300 as the repurchase price of the said land. On the same date, Manuel Cacho transferred the land to Rafaela Garcia de Ybarlin by virtue of Exhibit 2. On July 19, 1943, Quintela executed a formal deed of resale (Exhibit D) of the said property in favor of Manuel Cacho.

Quintela commenced this action on August 20, 1945, in the Court of First Instance of Camarines Norte, seeking to annul the repurchase, contained in Exhibit XX, the sale made to Ybarlin as evidenced by Exhibit 2—Ybarlin and the deed of repurchase, Exhibit D, on the ground

that his consent to the execution of the aforesaid Exhibits XX and D was obtained through intimidation.

After trial, the court below, holding that said deeds were valid, dismissed the complaint, with costs.

The issue in this appeal is whether the consent of plaintiff and appellant to the execution of the deeds Exhibits XX and D was obtained through intimidation or not. The rulings of the trial court upholding the voluntariness of the execution of said documents, declaring them valid and in full force and effect, and consequently, dismissing the complaint, are assailed as erroneous.

It appears that on or about May 15, 1943, Manuel Cacho approached the appellant for the repurchase of the land in question, but the latter, upon learning that the money tendered as repurchase price was in Japanese war notes, refused to accept it. He was demanding Commonwealth money.

It is contended by the appellant that he was forced to accept the money tendered and to execute Exhibits XX and D in view of the following acts of intimidation:

On the following morning, May 16, Cacho, accompanied by Ybarlin came to see the appellant for the same purpose of redeeming the property, bringing with him a letter from Agustin Crisostomo, the chief of police of Indan, Camarines Norte, and a notary public at that time. It was stated in the letter that the chief of police needed the presence of the appellant in his office. Cacho, upon delivering said letter, repeated his offer to repurchase his land with Japanese war notes, but inasmuch as the appellant again refused, the former threatened to report him to the Japanese garrison, but appellant did not believe then what Cacho told him. On the next morning, policeman Rasco was sent by the chief of police to summon the appellant. The latter went to the office of the chief of police. Upon entering the office of the latter in the municipal building, the appellant was called aside by the aforesaid chief of police Crisostomo and in a confidential manner warned him to accept the Japanese money or else Manuel Cacho would turn him over to the Japanese garrison. The chief of police further told him as warning "that life nowadays is cheap and that for a small offense your hands would be cut and for a big offense your head will be beheaded."

According to the appellant, it was only after having been thus warned by the Chief of police that he became convinced that Cacho was determined to carry out his threats. So, he became afraid and signed the annotation Exhibit XX at the back of Exhibit A-1 and accepted the Japanese war notes tendered. He kept the military

notes with the intention of returning same upon the return of the Commonwealth Government because he was certain of his feeling that America will finally win the war.

On July 17, 1943, in order to compel the herein appellant to sign a formal deed of repurchase (Exhibit D), which said appellant had previously refused to sign, appellee Rafaela Garcia de Ybarlin enlisted the aid of Governor Ascutia who wrote letter, Exhibit C, to the appellant, which letter was personally delivered to the appellant by said Rafaela, who was accompanied then by a Constabulary soldier. Immediately upon reading the contents of said letter, appellant signed Exhibit D. Exhibit C reads as follows:

"July 17, 1943

"Mr. FRANCISCO QUINTELA
Indan, Camarines Norte

"Sir:

"Mrs. Rafaela G. Ybarlin came to this Office complaining that you refused to sign an instrument evidencing the fact that the land sold to you with right to repurchase by Mr. Manuel Cacho, had already been repurchased by him, and which is now sold with right of repurchase to Mrs. Rafaela G. Ybarlin although you have already received the amount of ₱1,300 as repurchase of said land. Your reason for not signing is that the money paid to you is Japanese money and you are fearing that it will become worthless. This is an unfounded belief besides being contrary to the law of the Japanese Army. So that, I am giving you this as a parental advice, that you must sign the said instrument for you might be endangered. If you do not sign, this Office will be compelled to refer this matter to the Japanese Army for whatever corresponding step that should be done."

"Very truly yours,

"(Sgd.) CARLOS ASCUTIA
"Provincial Governor"

It is argued that under said circumstances and considering the reign of terror created by the Japanese, the information given by Crisostomo was not a mere advice. It was a warning of what the appellant would suffer should he refuse to accept Japanese war notes. It was an intimidation which produced appellant's acceptance of said war notes. Appellant's fear was justified as he knew the brutality of the Japanese soldiers against their prisoners, he having had knowledge of an incident in which a person was bayoneted by a soldier in public for the simple reason of minimizing the value of Japanese notes. So, when he signed Exhibit XX immediately after he was given the aforesaid warning by Crisostomo, he was acting under compulsion.

Regarding Exhibit C, it is contended by the appellant that it was not a mere parental advice but it was an outright command or order to sign Exhibit D. Hence, under the circumstances then prevailing, the appellant could

not refuse to sign Exhibit D upon receiving the aforesaid letter wherein the serious threat that the office of the Governor would be compelled to refer the matter to the Japanese Army for whatever corresponding action could be done if appellant refuse to sign the deed of repurchase Exhibit D was contained.

After a careful study of the record and the arguments adduced by both parties, we find that the trial court was not in error in dismissing appellant's contention. It is admitted by the parties that the Japanese war notes constituted legal tender at the time the repurchase was made. The refusal to accept said currency was an offense severely punishable by the laws promulgated by the occupying forces. The redemption of properties sold on *pacto de retro* may be made in Japanese war currency notwithstanding the fluctuations in the purchasing power (Mata et al *vs.* Pichay et al, CA G. R. No. 708, Sept. 17, 1947; Acunin et al *vs.* Gonzales et al, CA G. R. No. 399-R, Oct. 25, 1947; Cunanan *vs.* R. Amparo & B. Soriano, G. R. No. L-1313, Feb. 16, 1948). Hence, in demanding and forcing acceptance of the Japanese war notes, Cacho acted within his rights and was not guilty of any wrongful act. And it is a settled rule that intimidation in order to annul a contract, within the purview of articles 1267 and 1268 of the Civil Code, has to do with evil or harm arising from an unlawful act, not from the exercise of a right (Sotto *vs.* Mariano, CA, 36 Off. Gaz., 1056; Filipinas Compañia de Seguros *vs.* Christian Fuenefeld, Co., Inc., Reg. No. 1472-R, CA, prom. May 31, 1948; Alcantara *vs.* Sian et al, CA G. R. No. 840-R, Aug. 19, 1947; Cf. Corporacion de PP. Agustinos *vs.* Del Rey, 56 Phil. 512; 8 Manresa 671-678, 1918 ed.).

In view of appellant's stubborn refusal, Cacho was justified to invoke the help of the authorities in order to assert his rights recognized and protected by the law then in force. Agustin Crisostomo and Doctor Ascutia merely reminded the appellant of the existing currency law and that it should be obeyed. In fact, they were doing him a favor by reminding him as to the severity of the penalties upon those who disobeyed the law on the subject and in counselling him to obey it. Their warning addressed themselves to judgment and not to fear. Heeding their advice, appellant consented in accepting the money tendered and in executing Exhibits XX and D. From these facts there was no serious or grave intimidation as contemplated by law.

Wherefore, the judgment appealed from is hereby affirmed, with costs.

Reyes and Borromeo JJ., concur.

Judgment affirmed.

[No. 3235-R. June 22, 1949]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee,
vs. FELIPE EVANGELISTA, accused and appellant

1. CRIMINAL LAW; EVIDENCE; COMPROMISE, ATTEMPTS AT, BY PARENTS OF ACCUSED, NOT CONSIDERED AS AN IMPLIED ADMISSION OF GUILT BY ACCUSED.—In criminal cases which are not allowed by law to be compromised, an offer of compromise by the accused may be received in evidence as an implied admission of guilt. (U. S. *vs.* Torres, 34 Phil., 994; *People vs.* Sope, G. R. No. L-16, Jan. 31, 1946; 42 Off. Gaz., No. 8, pp. 1811, 1813.) But the attempts to reach an amicable settlement made by the parents of the accused cannot be considered as an implied admission of guilt by the accused.
2. *Id.*; *Id.*; CIRCUMSTANTIAL EVIDENCE, WHEN INSUFFICIENT TO SUSTAIN A CONVICTION.—It has been ruled that circumstantial evidence is insufficient to sustain a conviction where some hypothesis other than that which it is intended to prove may still be true, since it is actual exclusion of any other hypothesis which invest circumstances with force of proof. (*Frank vs.* State, 163 So. 223, 121 Fla. 53.)

APPEAL from a judgment of the Court of First Instance of Samar. Fernandez, J.

The facts are stated in the opinion of the court.

Enrique J. Corpus, Juan E. Divina and Alfredo M. Sabater for appellant.

Assistant Solicitor General Guillermo E. Torres and Solicitor Ramon L. Avanceña for appellee.

BORROMEIO, J.:

Appellant Felipe Evangelista has been convicted by the Court of First Instance of Samar of the crime of theft and sentenced to imprisonment for a term of from 6 months of *arresto mayor* to 1 year, 8 months and 21 days of *prisión correccional*, to indemnify Francisca Lim in the sum of ₱2,420 with subsidiary imprisonment in case of insolvency, and to pay the costs.

The judgment of conviction was based on evidence entirely circumstantial as enumerated in the appealed decision as follows:

"One.—In the evening of July 21, 1945, the accused borrowed from Francisca Lim ₱2. Francisca took a two-peso bill from her money-container which was wrapped and placed inside a basket. She had in there paper bills, Treasury notes (vulgarly known as genuine bills), of different denominations amounting to ₱2,420. Among the bills was one ₱20 with "Espelimbargo" written on it. This bill with "Espelimbargo" was from one who bought clothes that day from Francisca Lim. After handing to the accused the two-peso bill, Francisca placed the money container back in the basket, and the basket back to the corner of her room by the side of the post (point "1" on Exhibit "A"). The defendant saw this bundle of money and the place where Francisca put it.

"And with that money of Francisca Lim was placed in the same container but under a separate package same "Free Samar" bills amounting to ₱2,800 which Severino Lim, brother of Francisca,

left to the latter on July 9, 1945 when the former left for Tacloban. When Severino arrived on July 29, 1945 and was informed by his sister Francisca that her money was stolen by the accused, he went to see if the package where the money was wrapped was still in the basket. His bundle was no longer there.

"Two.—About midnight that same evening Olimpia de la Villa, the maid-servant of Francisca Lim, heard a noise while she was inside the room with Francisca who then was sleeping on the bed marked point "2" on Exhibit "A". She went to find out what the noise was. She saw the defendant from outside the room peeping towards it. Olimpia de la Villa called Francisca and secretly informed her that the accused was peeping through a hole from outside their room. But Francisca told Olimpia to keep quite and sleep. She never entertained any suspicion because the accused was the owner of the house and was living in the upper story.

"Three.—When Francisca woke up she saw that the basket where she placed the money was not in the place where it was when she went to sleep. She examined the basket and discovered that the money-container inside the basket was taken. She cried. Olimpia advised her to go up and see the accused.

"Four.—Francisca went up and called the accused who pretended to be sleeping. She cried to him and pleaded for the return of her money. But the accused answered that he did not take the money and that he was drunk. He was not drunk. He pretended to be.

"Five.—In the early part of that same evening the accused lost in a gambling of blackjack.

"Six.—At about dawn, the accused was on horseback bound for Bobon carrying a white bundle under his left armpit.

"Seven.—Between five and six o'clock that morning, July 22, 1945, the police was informed of the theft and requested to run after the accused who was on horseback bound for Bobon. He was overtaken by a policeman and brought to the office of the chief of police where he was searched. But nothing was found on his body.

"Eight.—At about three o'clock in the afternoon of July 22, 1945, the accused left in the possession of the wife of Crispin Maravilla P305, and gave Maravilla and his wife P5 as a gift because he said that he won in gambling. That money was in paper bills (Treasury notes) and was wet. Crispin was living in the farm. Among the paper bills given to Maravilla was the twenty-peso bill with the inscription "Espelimbargo." On August 4, 1945 the defendant went to the store of Tomasa Lee in Bobon and bought a package of cigarettes. He gave Tomasa Lee twenty-peso bill to pay for the cigarettes. Tomasa's attention was called because the bill had the inscription "Espelimbargo." That bill was used by Tomasa to buy articles the next day.

"Nine.—On September 13, 1945, Martin Evangelista, the father of the accused, went to see Francisca and her brother, Attorney Espiridion R. Lim to whom he apologized for the act of his son Felipe Evangelista (the accused) and pleaded not to file any complaint to avoid scandal which would affect the reputation of his family. Martin told Francisca that after his investigation, his conclusion is that his son took the money. An amicable settlement was offered by Martin Evangelista. The offended party wanted the return of the amount she lost; but Martin Evangelista was offering his house on condition that she would not file any complaint against his son Felipe Evangelista. The proposal was not carried because Martin Evangelista refused to sign a deed of transfer of the house alleging that it was shameful to the people. He offered the Lims to continue living in the house without rent

as long as they like. Francisca and his brother did not accept the proposition.

"Ten.—On September 17, 1945 the Lims met Martin Evangelista again to continue the settlement proposed by Martin to avoid the filing of any criminal action against Felipe. Exhibit 2 which is the proposed document of absolute sale in the amount of P5,000 was given to Martin for execution. The said Exhibit 2 states that in consideration of the sum of P5,000 which Francisca and Severino Lim paid to him, he, Martin, was selling his property. Exhibit 2 was brought by Martin Evangelista. Because Martin Evangelista did not appear with the deed of sale as promised, Esperidion Lim wrote him a letter on September 24, 1945 (Exhibit C) the original of which was admitted by Martin to have been received by him.

"Eleven.—In another conference which the Lims on the one hand and Martin Evangelista on the other had, resuming the conference for an amicable settlement to avoid a criminal litigation, Exhibit 3 for the defense and Exhibit B for the prosecution was written by both Esperidion Lim and Martin Evangelista in which the amount of P2,420 in genuine and P2,800 in 'Free Samar' emergency notes and some other figures which has relation to the amount of money lost and for which the accused is now charged, appears. This exhibit was in the possession of Martin Evangelista and presented by the defense as its evidence."

This appeal is predicated on the contention that the trial court erred in drawing conclusions of facts not warranted by evidence and in rendering judgment on the basis of circumstances which cannot lead to a conviction, beyond reasonable doubt, that it was the herein appellant who committed the crime charged.

According to section 95, Rule 123, of the Rules of Court, circumstantial evidence is sufficient for conviction if: (a) There is more than one circumstance; (b) The facts from which the inferences are derived are proven; and (c) The combination of all the circumstances in such as to produce a conviction beyond reasonable doubt.

Upon a review of the evidence on record we agree with the appellant's counsel that some important circumstances from which the judgment of conviction was derived are not valid proofs in this case.

Francisca Lim, the complainant, testified that among the paper bills in Treasury notes of different denominations amounting to P2,420 which were taken away from the basket on the night of July 21, 1945, there was one P20 bill with the word "Espelimbargo" written on it. Crispin Maravilla, another witness, was presented by Attorney Esperidion Lim, brother of the complainant who acted as private prosecutor in this case, to prove that the particular bill was among the P305 in paper bills left by the accused in the possession of Maravilla's wife in the afternoon of July 22, 1945, on which occasion the defendant gave these spouses P5 as a gift telling them that he won in gambling. This story appearing on Exhibit D, an affidavit supposedly executed by Maravilla, was, however,

repudiated by the same on the witness stand. Maravilla clearly declared at the trial that it was on June 12 and not on July 22 when the accused gave him ₱35, and not ₱305, in order to buy chicken in the mountains, and that Atty. Lim made him sign the affidavit already prepared by said attorney although the content was not read to him. Here is the whole testimony of this witness:

"DIRECT EXAMINATION

"Atty. LIM:

"Q. Do you know Felipe Evangelista?—A. Yes sir.

"Q. Are you related to him?—A. We are not.

"R. On the 22nd day of July, 1945, where were you?—A. In the house.

"Q. At about three o'clock in the afternoon of the same day?—A. In my house.

"Q. Do you remember if anybody went to your house?—A. Nobody.

"Q. Do you remember if he went—referring to the accused—to your house on that day at three o'clock in the afternoon?

"Atty. SABATER

"It was already answered that nobody came to his house.

"COURT:

"Witness may answer.

A. He did not.

"Q. Do you remember if he went there at any other date other than this day?—A. He went there on June.

"Q. Do you remember the exact date?—A. June 12, 1945.

"Q. What was the purpose in going to your place?

"COURT:

"What is the materiality of this question?

"Atty Lim:

"I will reform.

"Q. Do you remember having signed an affidavit?—A. I do.

"Q. Showing to you this affidavit, which for purposes of identification we request that it be marked as Exhibit "D". In this Exhibit "D" the names Jose C. Torres and Crispin Maravilla appears, who signed this Crispin Maravilla?—A. It is my signature.

"Q. Can you state to the court whether the statements contained therein are true?

"Atty. SABATER:

"Objection.

"COURT:

"Objection sustained.

"Q. Do you know how to read and write?—A. No, sir.

"COURT:

"Q. Was this document, Exhibit "D", read to you before you affixed your signature?—A. It was not.

"Q. Who made you sign this Exhibit "D"?—A. Lieutenant Lim.

"Q. Who is that Lieutenant Lim, the Justice of the Peace, Alberto Lim?—A. Attorney Espiridion Lim.

"Q. Were you not brought before the Justice of the Peace Alberto Lim, in connection with this Exhibit D?—A. I was brought.

"Q. Did you swear this affidavit before the Justice of the Peace Alberto Lim?—A. Yes, sir.

"Q. Did the Justice of the Peace read to you the contents of this Exhibit D before swearing it?—A. It was not read.

"Atty. LIM:

"That is all."

"CROSS EXAMINATION

"Q. You stated you affixed your signature on Exhibit D. Who asked you to affix your signature on Exhibit D?—A. Lieutenant Lim. (Pointing to Atty. Lim).

"Q. Before you sign your signature, did you have any conversation with Attorney Espiridion Lim?—A. Yes, sir.

"Q. Where?—A. We met in the National Highway because he was waiting for me while I was gathering tuba and from there we went to our house.

"Q. Upon reaching your house did Attorney Lim talk to you?—A. Yes, sir.

"Q. What did he say to you?—A. He asked me how much amount did Felipe Evangelista leave in my possession.

"Q. And what did you say?—A. I told him that it was P35.

"Q. When was that P35 left?—A. When Felipe Evangelista went to my house on June 12, 1945.

"Q. What did Attorney Lim say, if any?—A. He asked me whether the amount left by Felipe Evangelista was a big amount.

"Q. What did you say?—A. I told Attorney Lim that it was only P35.

"Q. In this Exhibit "D", it appears that the accused left with you P305, how can you explain that?—A. The truth is that it was P35 only.

"Q. Why did you put here in Exhibit D P305?—A. He was the one who prepared Exhibit D.

"Q. When Attorney Lim went to your house how was he dressed?—A. He was still a lieutenant and with a pistol.

"Q. In this Exhibit D you stated that part of the money was still wet and you had to dry them, why did you say that?—A. The reason why I testified on that point was that when I was ordered by Felipe Evangelista to go to the mountains to buy chicken I was overtaken by a heavy rain and I got wet, and when I returned home I dried the bills.

"Q. When did the money get wet?—A. When I went to the mountain to buy chicken and I was overtaken by the rain and the bills get wet.

"Q. Was it before July 21, 1945 when the money get wet?—A. Before July.

"Q. I understand you are short-sighted, are you?—A. Exactly.

"Q. In order to see an object clearly you have to put the object near your eyes?—A. Yes, sir.

"COURT:

"Q. You look at this affidavit and look at the signature which reads "Crispin Maravilla" over the typewritten name of Crispin Maravilla, please tell this court whether this signature is yours?—A. This is my signature."

The court *a quo*, therefore, erred in considering as a circumstantial proof against the appellant the facts stated on Exhibit D which were not ratified but rather repudiated at the trial by the witness.

Regarding the testimony of Tomasa Lee, the trial court said: "There was no showing why Tomasa Lee would say that the accused used the twenty-peso bill with the word "Espelimbargo" written on it if it were not true." This witness for the prosecution testified that on August 4, 1945, she had received from defendant Evangelista one twenty-peso bill marked "Espelimbargo" for the payment

of cigarettes. On being cross-examined she admitted, nevertheless, that her affidavit, Exhibit 1, of which her testimony at the trial was just a reproduction, had been prepared by Atty. Lim, the same attorney who procured the affidavit, Exhibit D, which was repudiated by witness Crispin Maravilla. The fact that Tomasa Lee ratified on the witness stand what was stated on Exhibit 1 does not, however, preclude the possibility that this evidence was framed up to strengthen the suspicion of guilt on the appellant.

Another error committed by the trial court was when it considered the attempts at an amicable settlement as an evidence of the appellant's guilt when these were not made by the appellant himself.

In criminal cases which are not allowed by law to be compromised, an offer of compromise by the accused may be received in evidence as an implied admission of guilt. (*U. S. vs. Torres*, 34 Phil., 994; *People vs. Sope*, G. R. No. L-16, Jan. 31, 1946; 42 Off. Gaz. No. 8, pp. 1811, 1813.)

In the case at bar the compromise offer was made, not by the defendant himself, but by his parents. The defendant denied having authorized his father and mother to offer any kind of settlement or compromise.

Section 10 of Rule 123 of the Rules of Court, states the general rule contained in the maxim "*res inter alias acta alteri nacere non debet*" which means that a transaction between two parties ought not to operate to the prejudice of a third party. (*Briones vs. Platon*, 12 Phil., 275; *Aldeguer vs. Hoskyu*, 2 Phil., 500; *Amancio vs. Fardo*, 20 Phil., 313; *Mortell Ong vs. Jarial*, 17 Phil., 244; *Pacia vs. Santos*, 46 Phil., 514; *Tansioco vs. Ramoso*, 59 Phil., 672.) The attempts to reach an amicable settlement made by the parents of the accused cannot therefore, be considered as an implied admission of guilt by the accused.

The other facts and circumstances upon which the lower court based its conclusions are not conclusive evidence of guilt. The fact that Francisca Lim went up on the night of discovery of the loss, to see the appellant and demand from him the return of her money, merely shows that the complainant strongly suspected him to be the author of the theft, but it is not a circumstantial evidence against him. That "the accused did not feel insulted" is merely a conclusion of the trial court which is not supported by evidence.

Neither in the fact that in the following morning the appellant was seen riding on horseback bound for the town of Bobon carrying a white bundle under his left armpit a circumstantial evidence leading to the presumption of guilt of the defendant. In effect, the record shows that the appellant, while riding on horse-back still within the jurisdiction of Catarman, was overtaken by Sebastian

Marino, a policeman of Catarman who was ordered to run after the accused. When overtaken he was brought back to the poblacion where the sergeant of police investigated him and searched him. Only two pesos and a pack of cigarettes were found on the person of the appellant by the officer who searched him so he was right then and there released and allowed to proceed on his way to Bobon, his town.

The record further shows that the complainant, not satisfied with the investigation made by the Catarman Sergeant of Police, went to the Chief of Police of Bobon on September 2, 1945 and reported the loss of her money and also pointed to Felipe Evangelista as her suspect. The police of Bobon shadowed the appellant for same time but failed to find any evidence against him as per report made in Exhibit 5. Only after a lapse of more than two months and through the offices of Atty. Espiridion Lim, brother of the complainant, as private prosecutor, was this case initiated with a complaint filed in the justice of the peace court of Catarman.

In the final analysis, the only circumstances that can be considered as valid proofs in the present case are those: That the appellant lost money in a gambling game early in the night of the theft and had to borrow ₱2 from the complainant: that he saw the money in the basket when Francisca gave him the loan; and that he was seen by Francisca's housemaid peeping into her room sometime before the money was discovered to be missing from the basket.

These are circumstances which point to the appellant as the probable author of the theft in question. But mere suspicions, probabilities, or suppositions cannot lead to a fair and reasonable conclusion that the author of the theft could not be other than the accused.

Before a conviction can be had upon circumstantial evidence, the circumstances proven should constitute an unbroken chain which leads to one fair and reasonable conclusion, which points to the defendant, to the exclusion of all others, as the guilty person. (*U. S. vs. Aquino*, 27 Phil., 462; *U. S. vs. Feliciano* 36 Phil., 753; *People vs. Maria*, CA-G. R. No. 371-R, 44 Off. Gaz., 961.)

Appellant's counsel contends that the fact that the policeman did not find anything on the person of the accused but only ₱2 and a pack of cigarettes when he was overtaken on his way to the town of Bobon, destroys the suspicion that he was the author of the theft, and the supposed chain of circumstantial evidence was broken at the last link.

It has been ruled that circumstantial evidence is insufficient to sustain a conviction where some hypothesis other than that which it is intended to prove may still

be true, since it is actual exclusion of any other hypothesis which invest circumstances with force of proof. (*Frank vs. State*, 163 So. 223, 121 Fla. 53.)

In *U. S. vs. Levense*, 18 Phil., 459, it was held that no general rule can be laid down as to the quantity of circumstantial evidence which in any case will suffice. All the circumstances proved must be consistent with each other—consistent with the hypothesis that the accused is guilty and at the same time inconsistent that he is innocent—and with every other rational hypothesis except that of guilt.

Where circumstantial evidence is relied upon to sustain a conviction, the accused is entitled to an acquittal unless the fact of guilt is proved to the actual exclusion of every other reasonable hypothesis of innocence. (*State vs. Wolfe*, 115 W. Va. 459, 168 S. E.; *State vs. Snider*, 106 W. Va. 399, 145 SE. 607.)

Now, the record shows that Francisca Lim, at the time of the incident in question, was living on the ground floor of the house belonging to appellant's father, Martin Evangelista. The appellant with his family, was occupying the upper floor, which was independent from the lower story and had its own stairway. According to the evidence for the defense, during the whole period that Francisca was living in said house, she was maintaining a small restaurant business, and at the same time had gambling tables open to the public. On the night of the incident there were many people gambling and the main door was left open until midnight. The complainant denied this evidence but upon being asked on cross-examination whether her premises were used for gambling purposes such as mahjong, blackjack, and others on or before July 21, 1945, answered: "When the First Filipino Regiment was stationed here, yes. But when they left I did not open gambling anymore because I was afraid of same trouble." Again asked whether on July 21, 1945, there was mahjong, she replied: "We did not play mahjong because I was busy that night." Her witness, Olimpia de Villa, nevertheless, belied complainant's denial by affirming that Francisca had a restaurant on that occasion with many gambling tables and that the door was still open at midnight.

There is no doubt, therefore, that the complainant was maintaining a gambling business on the night of July 21, 1945, that there were people in her premises playing mahjong, and that her main door was open until midnight.

If the loss of money took place while there were other persons in the premises besides the appellant, the hypothesis that the latter was the author of the theft in question, does not exclude the hypothesis that any of those present might be the author of this theft and not the

appellant principally because while he was searched nothing was found on his person but ₱2 and a pack of cigarettes.

To conclude, we are of the opinion that the evidence of record does not justify a conviction, beyond reasonable doubt, that the accused was the author of the crime charged.

Reversing the judgment appealed from, the defendant-appellant is hereby acquitted, with costs de oficio and the cancellation of his bond.

Reyes and Gutierrez David, JJ., concur.

Judgment reversed; accused acquitted.

[No. 3843-R. June 22, 1949]

FAUSTINO FALIP, petitioner and appellant, *vs.* QUERUBE MAKALINTAL, as Judge, Court of First Instance of Iloilo, ELENA SILBOL ET AL., respondents and appellees.

PLEADING AND PRACTICE; CERTIORARI; PERFECTION OF APPEAL; MOTION TO APPEAL AS PAUPER AND FOR EXTENSION OF TIME TO FILE THE RECORD ON APPEAL, NOT MANDATORY UPON THE COURT.—The appeal as pauper, even if granted by the Court below, had only the effect of relieving the appellant of the filing of the fees and the appeal bond required by section 5 of Rule 41 (Rule 41, section 16; Rule 3, section 22; Arcega *vs.* Dizon, 42 Off. Gaz., p. 2138). But it did not exempt the appellant from the duty of filing the typewritten record of appeal within the 30-day period fixed by section 3 of Rule 41 (sec. 22, Rule 3). The thirty days, discounting the pendency of the motions for new trial and reconsideration, expired on October 2, 1948, so that even if the appeal as pauper had been allowed, the judgment would have become final just the same, for failure to perfect the appeal as require by the Rules of Court. It is true that at the time that he asked for leave to appeal as pauper the appellant also asked for an extension of time to file the record of appeal; but it was not mandatory upon the Court to grant it, and the appellant took unto himself the risk of having it denied, as it was denied by the Court. The filing of a petition to suspend the period does not operate as a suspension thereof. (*Escolin vs. Garduño*, 57 Phil., 924.)

ORIGINAL ACTION in the Court of Appeals. Petition for writ of Certiorari.

The facts are stated in the opinion of the court.

Public Defender Sulpicio Mamon for petitioner.

Luis E. Lozano for respondents.

REYES, J. B. L. J.:

Petitioner has applied for a writ of certiorari to set aside an order of the Court of First Instance of Iloilo refusing to permit him to appeal as pauper.

The present petition is an aftermath of Civil Case No. 914 for the recovery of ten bultos of palay (or their equivalent value of ₱260), which were wrongfully at-

tached by the sheriff for the province of Iloilo at the instance of petitioner herein who was a judgment creditor in a separate case.

After trial, the respondent judge (Querube Makalintal) of the Court of First Instance of Iloilo rendered decision in favor of the plaintiffs, now the other respondents herein.

A copy of the said decision, which was dated June 21, 1948, was received by petitioner on June 23rd 1948. A motion for reconsideration of the said decision was filed by petitioner's counsel on July 19, 1948, that is, after he had allowed 26 days to elapse.

Petitioner's motion for reconsideration was finally denied by the respondent judge in his order dated September 16, 1948. A copy of the said order of the court denying said motion for reconsideration was received by petitioner's counsel on September 20, 1948. Two days after his receipt of a copy of the said order, i.e. on September 22, 1948, he filed another motion for reconsideration of the Court's order of September 16, 1948. Thus, 28 days having elapsed, petitioner had 2 more days of the 30-day period within which to perfect his appeal.

In his order dated September 27, 1948, the respondent judge denied the aforesaid second motion for reconsideration, and a copy of the said order of denial was received by petitioner on September 30, 1948. Two days afterwards, i.e. on October 2, 1948, which was the 30th day, or rather the last day, of his appeal period, petitioner filed in Court his notice of appeal, his petition to appeal as pauper, and his petition "for an extension of 2 weeks time from his receipt of the order of this Court granting defendant's petition to appeal as pauper, within which to prepare and file defendant's Record on Appeal"; but the Court denied said petition to appeal as pauper in its order dated October 19, 1948. A copy of the Court's order denying the petition to appeal as pauper was received by petitioner's counsel, on October 27, 1948.

Six days afterwards, i.e., on November 2, 1948, upon motion *exparte* of the other respondents herein, the respondent Judge issued a writ of execution of his judgment, dated June 21, 1948, which became final and executory.

Subsequently, i. e., on November 10, 1948, petitioner's counsel filed two motions for reconsideration, dated November 4 and 9, 1948 respectively, of the Court's order granting the writ of execution. For lack of merit, and for having been filed after judgment had become final and executory, the said two motions were denied by the respondent judge in his order of November 19, 1948.

Hence, on November 2, 1948 when the respondent judge issued the writ of execution of his decision dated June 21, 1948, five days had already elapsed after judgment became

final and executory. This is shown by the following computation in respondent's answer:

"From June 23, 1948—copy of decision dated June 21, 1948, received by petitioner, to July 19, 1948—motion for reconsideration of said decision was filed by petitioner. 26 days.

"From September 20, 1948—copy of court's order, dated Sept. 16, 1948, denying said motion for reconsideration, was received by petitioner, to September 22, 1948—another motion for reconsideration of the court's order of Sept. 16, 1948, was filed by petitioner. 2 days.

"From September 30, 1948—copy of the court's order dated Sept. 27, 1948 denying the aforesaid second motion for reconsideration was received by petitioner, "to Oct. 2, 1948—petitioner filed his notice to appeal, petition to appeal as pauper, and petition for two weeks extension from the time of the granting of his petition to appeal as pauper, within which to file record on appeal. 2 days. Total 30 days.

"From October 27, 1948—petitioner received copy of court's order, dated Oct. 19, 1948, denying his petition to appeal as pauper, to Nov. 2, 1948—court's order granting a writ of execution. 6 days.

"Dec. 4, 1948—petition for certiorari."

Upon the facts, we are of the opinion that the petition for certiorari is devoid of merit. The appeal as pauper, even if granted by the Court below, had only the effect of relieving the appellant of the filing of the fees and the appeal bond required by Sec. 5 of Rule 41 (Rule 41, sec. 16; Rule 3, sec. 22; *Arcega vs. Dizon*, 42 Off. Gaz., p. 2138). But it did not exempt the appellant from the duty of filing the typewritten record of appeal within the 30-day period fixed by sec. 3 of Rule 41 (sec. 22, Rule 3). The thirty days, discounting the pendency of the motions for new trial and reconsideration, expired on October 2, 1948, so that even if the appeal as pauper had been allowed, the judgment would have become final just the same, for failure to perfect the appeal as required by the Rules of Court. No adequate excuse is shown for petitioner's failure to submit his record of appeal together with the notice of appeal filed by him on October 27, 1948. And in fact, the record remains unfiled to this day, since no copy is attached or referred to in the petition for certiorari.

It is true that at the same time that he asked for leave to appeal as pauper the appellant also asked for an extension of time to file the record of appeal; but it was not mandatory upon the Court to grant it, and the appellant took unto himself the risk of having it denied, as it was denied by the Court. The filing of a petition to suspend the period does not operate as a suspension thereof. (*Escolin vs. Garduño*, 57 Phil., 924).

We do not have before us the reasons submitted in support of the petition for extension, and must assume that the lower Court correctly denied it. It was discretionary upon it to do so, and we can not interfere with that discretion in the absence of any proof.

While we do not favor the lower Court's refusal to grant a pauper's appeal merely because the amount involved is small because, as pointed out in *Comia vs. Castillo*, 42 Official Gazette p. 504 what may be insignificant for a wealthy man may be worth a treasure for the needy, yet the failure to perfect the appeal in time leaves us no alternative but to deny the remedy applied for. Where the appeal is tardy, "the Court of Appeals *ipso facto* had no jurisdiction, except to dismiss the appeal" (*Medran vs. Court of Appeals*, GR No. L-1350, March 26, 1949).

The petition is dismissed, without costs.

Reyes and Gutierrez David, JJ., concur.

Petition dismissed without costs.

[No. 2243-R. June 23, 1949]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
ANTONIO T. COSIN, defendant and appellant

CRIMINAL LAW; DISCHARGE OF FIREARM WITH SERIOUS PHYSICAL INJURIES; SELF-DEFENSE; REASONABLENESS OF MEANS EMPLOYED TO REPEL THE AGGRESSION.—One who, without sufficient provocation on his part, is assaulted by an unarmed but stronger opponent of violent character with some reputation as a bully, repels the aggression by firing one shot aimed at the left leg of his aggressor and fires a second shot on his (aggressor's) breast when the latter continued attacking him, for the purpose of avoiding the risk of being disarmed and having his own weapon turned or used against him, is deemed to have properly acted in self-defense and deserves an acquittal. (*People vs. Sumicad*, 56 Phil., 646-647.)

APPEAL from a judgment of the Court of First Instance of Misamis Oriental. Belmonte, J.

The facts are stated in the opinion of the court.

Ross, Selph, Carrascoso & Janda for the appellant.

Solicitor General Felix Bautista Angelo and *Solicitor Manuel Tomacruz* for appellee.

DIZON, J.:

Charged in the court below with frustrated homicide the appellant, Antonio T. Cosin, was tried and found guilty of the complex crime of discharge of firearms with serious physical injuries and sentenced to an indeterminate penalty of from four (4) months and one (1) day of *arresto mayor* to three (3) years, nine (9) months and three (3) days of *prisión correccional*, with the accessory penalties provided by law, to indemnify the offended party in the sum of ₱1,236, with subsidiary imprisonment in case of insolvency, and to pay the costs. In this appeal he contends that the trial court committed the following errors:

I

"The lower court erred in not finding that appellant fired the first shot with his pistol pointed to the ground in order to stop further assaults of offended party;

II

The lower court erred in finding appellant liable for the bullet wound on the left leg of offended party whose unlawful aggression he wanted to stop by firing his pistol pointed to the ground; and

III

"The lower court erred in not finding that appellant fired the second shot under the impulse of uncontrollable fear of an equal or greater injury."

It is not disputed that at about 6 o'clock in the morning of September 26, 1946 the appellant discharged his firearm and thereby caused upon the offended party, Fausto Domingo, the following physical injuries:

"Gun shot wound, through and through, from right, sixth intercostal space, midclavicular line to level of 11th dorsal vertebra, posterior axillary line, right.

"Gun shot wound, leg, left, through and through, from lateral to medial side, producing fractured compound, complete, comminuted, proximal fourth, tibia, left." (Exhibit E.)

While the prosecution claims that the appellant inflicted the gunshot wounds described above upon his victim without provocation on the part of the latter and with intent to kill, the appellant contends that he did so in self-defense.

According to the evidence for the prosecution the offended party was a member of the Labor Union of Tagoloan, Oriental Misamis, whose president was the prosecution witness Cesar Acero. On the morning of September 26, 1946 he and the latter posted themselves near the gate of the factory of the Philippine Packing Corporation in Bogó, Tagoloan, Oriental Misamis, apparently to convince the laborers of the company not to work. When a company truck loaded with laborers arrived at the place aforesaid, either Acero or the offended party ordered them to alight therefrom—which they did. The appellant, general foreman of the company, then approached the offended party and asked him: "Are you looking for trouble? If you are, I will shoot you," to which the latter replied: "It is up to you." Thereupon the appellant drew out his pistol, Exhibit A. Upon seeing his determined attitude the offended party left the place to cross the street, but after he had walked about 4 meters from the appellant the latter fired and hit him on the leg. He then turned around with the intention of rushing upon his assailant to grab the latter's pistol but the appellant fired at him again hitting him on the right side of the breast. His wounds, notwithstanding, the offended party was able to jump thrice towards his assailant with whom he then grappled for the possession of the pistol, holding him by the neck. While engaged in that struggle both fell to the ground, the appellant face downward and the offended party on top of him. During the time they were in that position the former again attempted to fire at the latter but the firearm exploded in the air.

After that one Tereso Yap, appellant's nephew, arrived at the scene of the fight and took away the pistol from the latter's hands. The offended party had by that time become so weak that he had to be taken to the provincial hospital of Cagayan.

On the other hand, the defense claims that the incident took place as follows:

"On September 26, 1946, at about 5:30 o'clock in the morning, a truck of Philippine Packing Corporation coming from Tagoloan with 25 of its laborers (t. s. n., pp. 64 and 86) arrived at the premises of said corporation at Bogo, Misamis Oriental. Three of the laborers were Romulo Tadeo, Igmidio Nanale and Tesoro Yap (t. s. n., p. 64).

"Waiting at the premises when the trucks arrived were Cesar Acero, president of the labor union of Tagoloan (t. s. n. p. 42); Fausto Domingo, the offended party (hereinafter referred to as Domingo); and Antonio T. Cosin, general foreman of the corporation (hereinafter referred to as appellant).

"At that time, the gate to the premises was open (t. s. n., p. 110); however, the truck stopped because a jeep was parked right across it (t. s. n. p. 63). Cesar Acero approached the truck after it stopped and ordered the laborers to get off. "You come down, if you do not want trouble" (t. s. n. p. 64). Some of the laborers got off (t. s. n. p. 64).

"Domingo approached the truck and addressed the remaining laborers, particularly Romulo Tadeo. "How about you, are you not coming down?" (t. s. n. p. 64). As the laborers got off and started to disperse, appellant came out of the gate. He inquired, "What is the matter?" and declared, "All laborers of the Philippine Packing Corporation, get inside" (t. s. n. p. 66).

"Domingo then approached appellant. "Mr. Cosin," he said, "you get inside yourself and do not meddle with these people here" (t. s. n. pp. 66, 67, 76, 88 and 111). Appellant would not get inside. Later, Domingo slapped him on the face (t. s. n. pp. 66 and 95) and followed it with a fist blow on the forehead (t. s. n. pp. 67, 77, 89 and 111) appellant stepped back. He expected third parties to intervene (t. s. n., p. 120-. Domingo followed. Appellant kept stepping backwards (t. s. n. pp. 67, 68, 70, 89, 90 and 112). He pulled his pistol from his belt and held it pointed to the ground in front of his body (t. s. n., pp. 67 and 89) then fired one shot hitting Domingo on the left leg (t. s. n. p. 94). Domingo, his right hand digging into his right hip pocket "as if trying to withdraw from it something", darted towards appellant (t. s. n. p. 68) who, still retreating, held his pistol in a ready position (t. s. n. p. 70) aimed at that right hand (t. s. n. p. 114) then fired the second shot. It hit Domingo through and through from right, sixth intercostal space, mid clavicular line (two inches to the right front of the body about three inches below the right nipple) to 11th dorsal vertebra posterior axillary line to the right (about four and one-half inches to the right of the middle of the back and about eight inches below the elbow).

"Domingo then launched at appellant and after three jumps took hold of his adversary (t. s. n. pp. 4, 70 and 78). The two grappled until they fell to the ground with appellant underneath, his face downward and his neck held by Domingo (t. s. n. pp. 5, and 71).

"Tereso Yap then approached them, took the pistol from the appellant and gave it to another person (t. s. n. p. 71). Igmidio Nanale picked up Domingo (t. s. n. 99) thus separating him from appellant (t. s. n. pp. 90 and 91). Domingo was later taken to the provincial hospital in a jeep (t. s. n. p. 43)."

His Honor, the trial judge, found himself unable to "give full credit to either version" and made his own findings as follows:

"* * * The offended party was a member of the labor union of Tagoloan, Misamis Oriental, of which the witness, Cesar Acero, was and is the president. That, for some reason or another, he did not want the laborers under the employ of the Philippine Packing Corporation to continue working under it; that on the day in question, the offended party and Cesar Acero went purposely to prevent the said laborers from working in the factory of the said corporation; that when the truck transporting the laborers arrived at the gate of the factory, the offended party ordered them to get down, meaning probably that they should not go to their work; that the passengers, upon hearing this, alighted from the truck; that the accused, a foreman of the Philippine Packing Corporation, upon seeing this attempted prohibition, approached the offended party and asked him, "Are you looking for trouble?" If you are, I will shoot you." To which, the offended party replied, "It is up to you." Upon this answer, the accused pulled out his pistol, Exhibit A; that this attitude made the offended party leave the place of the discussion and went across the road. The accused, hurt in his pride as foreman of the laborers, and in his desire, as a faithful servant of the corporation, to foil the attempt of the offended party to prevent the laborers from working on that particular day in the factory, tried to scare him by firing his pistol; that while the offended party was about four meters away from him, he fired his pistol at his left leg, probably to disable him; that upon feeling hurt, the offended party turned around to rush upon his aggressor and to grab his pistol, but at this, he received another shot from the accused; that the latter did this probably to prevent the former from reaching him; that despite the second shot which hit the offended party on his right breast, the latter by three jumps reached the accused and took hold of his arm holding the pistol, and of his neck, and while grappling with each other for the possession of the pistol both of them fell to the ground, the accused face down under the offended party, who was on top of the former. They struggled on the ground for the possession of the pistol, the accused trying to fire again at the offended party, but the latter could avoid it and the pistol exploded in the air; that in that predicament, Tereso Yap, a nephew of the accused, came and grabbed the pistol from the hand of the accused; that the offended party, due to the hemorrhage from his wounds, became weak and had to let the accused go, after which the former was brought by his brother to the Provincial Hospital of Cagayan." (Appellant's brief, pp. 22 to 24.)

We deem it highly improbable for the appellant to have fired the first shot at the offended party under the circumstances found by the trial court. At the time the first shot was fired, neither under the facts found by the trial court nor under the facts which the prosecution sought to establish was there any apparent motive or reason strong enough to drive the appellant to the radical decision of firing at the offended party—thus committing a crime—especially if we consider the fact that, according to the offended party, he had already left and was about four meters away from the appellant when he was first fired upon. The motive attributed to the appellant by the trial court is but a mere surmise without any direct or indirect

support in the evidence of record. However, if we have to follow the theory of the prosecution to its legitimate consequences and implications, from the offended party's claim that, after being hit on the left leg, he turned around to face his assailant with the intention of rushing upon him (trans., p. 12), we must necessarily conclude that, according to him, the appellant fired the first shot from behind him. The position and direction of the wound on his left leg, however, clearly and strongly indicate that the appellant fired the first shot while he was face to face with the offended party.

Upon the other hand, this Court is likewise unable to accept the theory of the defense to the effect that the appellant fired the first shot towards the ground and that if it hit the left leg of the offended party it was due to the fact that the latter, at that precise moment, gave a step forward with his left. Had it been so we do not think the direction of the wound could have been at such a sharp angle with the ground as the one caused on the left leg of the offended party. The bullet would have tended to take a course more parallel to the ground.

After a careful review of the evidence and a detailed consideration of the possibilities of the case we believe, on the other hand, that the appellant could not have fired the first shot without previous provocation on the part of the offended party. That such provocation came from the latter, as contended by the appellant, is rendered likely by the fact that the offended party seems to be a man of strong and violent character with some reputation as a bully, quite fond of making a show of his physical or muscular strength. Upon the other hand, the appellant is a man of mature age (59 years), former mayor of Tagoloan for 13 years and a licensed holder of firearms for over 32 years. We are, therefore, of the opinion that, as contended by the appellant, after the latter had told the laborers of the Philippine Packing Corporation to get inside the company's premises, the offended party approached him and said: "Mr. Cosin, you get inside yourself and not meddle with these people here" (t. s. n. pp. 66-67, 76, 88 and 111) and inasmuch as the appellant refused to go inside, the offended party assaulted him. This provides ample explanation for the fact that the appellant then thought it necessary to pull out his pistol and fire at his assailant, but inasmuch as he really had no intent to kill he aimed only at the latter's left leg. After having been thus hit on the left leg the offended party showed evident designs to get even with the appellant and to continue attacking the latter, in view of which the appellant fired a second shot hitting him on the breast. Then ensued the struggle for the possession of the firearm as a result of which the combatants fell to the ground as found by the

trial judge. Whether or not during that struggle there was a third shot is of no consequence as far as appellant's possible criminal liability is concerned. We need not, therefore, discuss it. But, instead of firing at the offended party, should not the appellant have ran away? In the first place, that was not fair to expect from a man who had just been assaulted without justification. In the second place, the record does not clearly show that, had he wanted to, he could have ran away. Upon this point, therefore, he is at least entitled to have the doubt resolved in his favor.

Upon the above facts it seems obvious that there was unnecessary and unlawful provocation and aggression on the part of the offended party, while there was complete absence of sufficient provocation on the part of the appellant. The latter, in questioning the offended party's right to interfere with the laborers reporting for work, employed no unlawful or violent means and was in the exercise of his rights.

The remaining question to be determined is whether or not the means employed by the appellant to repel the unlawful aggression of which he was the victim could be considered as reasonable under the circumstances.

There is no claim or pretense on the part of the defense that at the time of the incident the offended party was armed, but we consider it to have been satisfactorily established that he was the first to assault the appellant and that in response to said assault the latter fired the first shot aimed at the left leg of the former. According to the offended party himself, after being hit on the left leg, he "turned around expecting to reach him" (trans. p. 12)—meaning the appellant. We do not believe, of course, that he had to "turn around" because he was facing the appellant at the time, but this statement can not but show that, after being hit on the left leg, the offended party did something positive "to reach" the appellant. His attitude and actions, therefore, were such as to give the latter no other alternative but to believe that he would continue assaulting him and that in such an event he would be running the risk of being disarmed by his stronger and younger opponent and have his own weapon turned or used against him. Upon these facts we consider the present to be almost on all fours with the Sumicad case where, in acquitting the therein appellant, the Supreme Court said:

"* * * In response to the blows which the deceased delivered with his fists, the accused first delivered a cut on the left shoulder of the deceased; but, if we rightly interpret the transcript of the record on this point, the sanitary officer who examined the body of the deceased meant to say that this wound alone could not have resulted in death. This we consider to be the decisive turning point in the case. Upon receiving that cut the deceased should have been

admonished that further aggression on his part would be met by determined resistance and that any further advance would be at grave peril to himself. Instead of acting upon this warning, the deceased pressed forward in the attempt to possess himself of the bolo, the only means of defense then at the command of the accused.

"Under these circumstances what might the accused have been reasonably expected to do. Was he to surrender the weapon to his assailant, a larger and stronger man than himself, who was now infuriated by the blood that had been drawn from his shoulder? Or was he justified in keeping the weapon in his hands and, as an ultimate resort, in using it as a means for his own defense? Our reply is that he was justified in pursuing the latter alternative; for it would probably have been an act of suicide to permit that weapon to pass into the hands of his assailant. In judging a question of this kind the reputation of the deceased for violence is pertinent, for it tends to show that when the fatal blows were struck the accused had reasonable grounds for believing that he was in grave peril to life or limb.

"It is undoubtedly well established in jurisprudence that a man is not, as a rule, justified in taking the life of one who assaults him with his fist only, without the use of a dangerous weapon. The person assaulted must, in such case, either resist with the arms that nature gave him or with other means of defense at his disposal, short of taking life. But that rule contemplates the situation where the contestants are in the open and the person assaulted can exercise the option of running away. It can have no binding force in the case where the person assaulted has retreated to the wall, as the saying is, and uses in a defensive way the only weapon at his disposal. One is not required, when hard pressed, to draw fine distinctions as to the extent of the injury which a reckless and infuriated assailant might probably inflict upon him (*Brownell vs. People*, 38 Mich., 732). And it was not incumbent on the accused in this case, when assailed by a bully of known violent disposition, who was larger and stronger than himself to take the risk of losing possession of his bolo and of having it turned upon him with probable fatal results to himself. On the contrary, under the circumstances stated, he had the right to resist the aggression with the bolo, and if he unfortunately inflicted a fatal blow, it must be considered to have been given in justifiable self-defense." (*People vs. Sumicad*, 56 Phil., 646-647.)

Upon all the foregoing, we are of the opinion, and so hold, that the defense has succeeded in establishing complete self-defense.

Wherefore, the appealed judgment is hereby reversed and the appellant is acquitted, with costs de oficio.

Concepcion and De Leon, JJ., concur.

Judgment reversed; accused acquitted.

[No. 3176-R. Junio 23, 1949]

EL PUEBLO DE FILIPINAS, querellante y apelado, *contra*
BENITO OSONGCO, acusado y apelante

DERECHO Y PROCEDIMIENTO PENAL; LESIONES MENOS GRAVES; FALTA DE INTERÉS DEL OFENDIDO; SU EFECTO AL PROCESO CONTRA EL ACUSADO.—La falta de interés del ofendido en seguir con el asunto, en una causa de lesiones menos graves, no inválida el

proceso contra el acusado. Si se siguió el juicio a pesar de la falta de interés de aquél, y aunque hubiera perdonado al acusado, ello no es motivo legal para su absolución porque el delito no es de aquellos extinguidos de responsabilidad criminal en virtud de perdón de la parte ofendida que enumera el Código Penal.

APELACIÓN contra una sentencia del Juzgado de Primera Instancia de Quezon. Arguelles, J.

Los hechos aparecen relacionados en la decisión del Tribunal.

D. Pedro Ynsua en representación del apelante.

El Procurador General Sr. Felix Bautista Angelo y *el Procurador Sr. Pacífico P. de Castro* en representación del apelado.

BORRAMEO, M.:

Fúndase esta apelación en que, según el alegato del acusado, “el juzgado inferior incurrió en error al no declarar que la lesión sufrida por Numeriano Batralo era de carácter leve” y “al no absolver al acusado del delito que-rrellado habiendo en su favor (a) la legítima defensa de su persona y (b) la falta de interés del ofendido en seguir con el asunto.”

El apelante fué declarado por el Juzgado de Primera Instancia de Quezon (Tayabas), culpable del delito de lesiones graves y condenado a cinco meses y un día de arresto mayor, a pagar a Numeriano Batralo una indemnización de ₱200, con prisión subsidiaria en caso de insolvencia, y las costas.

Alegando que el caso de autos es de legítima defensa, el abogado del apelante dice:

“No hubo ningún altercado entre Numeriano Batralo y Benito Osongco cuando éste recibió inesperadamente de aquél un puñetazo sobre la una de la tarde del día 5 de julio, 1947, en la población del municipio de Pitogo, Quezon. Y fué tan fuerte el golpe que Batralo propinara a Osongco que le derribó a éste al suelo (pp. 3-5, n. t.; sesión de abril 9, 1948), con el labio izquierdo lesionado (Exhíbita 3; p. 28, n. t.; sesión de marzo 1, 1948) y con diente vacilante en su alveolo que el dentista acabó por extraerlo para evitar mayores complicaciones (Exhíbita 4; p. 32, n. t.; sesión de marzo 1, 1948).

“La deformidad de la cara de Osongco es patente; la dentadura, igual; pero el jefe de policía de Pitogo que es de la misma vecindad de Batralo no esperó a Osongco por la acusación que creyera conveniente incoar, y presentó denuncia por el delito de lesiones leves contra su compoblanco—Batralo—a la cual pronto se declaró culpable para recibir la pena más mínima del juzgado de paz de dicho municipio. Cuando Osongco quiso presentar denuncia por lesiones graves, asistido por el abogado Sr. Trinidad, se encontró con la defensa de doble jeopardy.

“Derribado Osongco al suelo debido al primer puñetazo fué objeto de otros sucesivamente propinados por Batralo, quien quiso aprovecharse de su superioridad en fuerza y del estado indefenso de Osongco. Y no contento aún. Batralo oprimió el cuello de su víctima, acaso para

acabar con él. Fué cuando Eпитacio Barros se acercó para separarles (pp. 41-42, n. t.; sesión de abril 5, 1948), pero momentos antes Osongco pudo echar mano de su cuchillo (Exhíbito A) y llevado por el dolor y el atolondramiento debido a los sucesivos golpes que recibiera de su contrincante blandió el arma sin dirección, con el resultado de que Barros fué herido en la pierna y luego Batralo en el pecho (pp. 41-44, n. t.; sesión de abril 5, 1948). La lesión causada por Osongco a Batralo dió lugar a la querrela de autos, iniciada originariamente por el jefe de policía de Pitogo, sin conocimiento de Batralo.

"Batralo estaba dispuesto a dejar de presentar denuncia contra Osongco porque 'Considering the fact that both of us were hurt I did not have interest to prosecute the case' (p. 13, n. t.; sesión de marzo 1, 1948; Exhíbito 1). En el affidavit de Batralo, Exhíbito 1, le hizo el jefe de policía la siguiente pregunta: Because of the wound, are you thinking of prosecuting the person who wounded you? Y Batralo contestó; 'No more.' La parte ofendida perdonó a su agresor, si agresor se le puede llamar a Osongco; pero el jefe de policía continuó con la acusación. Y la única razón que hallamos para ello descanza en el hecho de que Osongco es del municipio de Pagbilao.

"Desde luego que la prosecución del delito cometido por el acusado Osongco depende del Estado pero el Estado no debe tener mayor interés que la persona ofendida, de manera que si esta se inclina a perdonar a su ofensor el Estado debe ceder, es más; debe propulsar para mantener la armonía de sus ciudadanos.

"Todo lo dicha ocurrió cuando el acusado, siendo chauffeur de uno de los camiones de pasajeros de la compañía Eastern Tayabas Bus, domiciliada en Atimonan, Quezon, estaba de pie cerca de una tienda en el municipio de Pitogo y el ofendido le preguntó por la hora de partida de su camión."

El aserto de que el ofendido no tiene interés en esta causa, confirmado está en el record; y no tenía interés en el proceso porque ambos salieron malparados del incidente, así declaró él mismo. Éste deseaba, según él, un arreglo amistoso, pero el acusado presentó una denuncia contra él.

La falta de interés del ofendido no inválida, empero, el proceso. Si se siguió el juicio a pesar de la falta de interés de aquél, y aunque hubiera perdonado al acusado, ello no es motivo legal para su absolución porque el delito no es de aquellos extinguidos de responsabilidad criminal en virtud de perdón de la parte ofendida que enumera nuestro Código Penal.

La cuestión a determinar aquí es si el acusado, al herir a Numeriano Batralo, obró en legítima defensa. El juez sentenciador no creyó en la versión del acusado. Tampoco la creemos, después de haber revisado las pruebas.

La inverosimilitud de la versión del acusado se manifiesta a simple vista aún en los comienzos de su relato. No es posible comprender, y es contrario al sentido común, que Batralo le diera al acusado puñetazos sin que hubiese mediado ningún altercado entrabos o provocación de parte de Batralo, a menos que haya habido disgustos previos, lo que no consta en autos. El acusado también declaró que mientras él estaba tendido en tierra y Batralo montado

sobre él, éste trataba de sacar un arma de su bolsillo, y declaró así para justificar su teoría de que él se vió precisado a hacer uso de su arma blanca para impedir que Batralo le hiriera con la suya. Si éste estaba realmente en aquella posición ventajosa, no había necesidad de su parte de hacer uso de ningún arma, pero tampoco se ha probado que Batralo portaba arma alguna. Es también inverosímil la afirmación del acusado de que blandió su arma sin dirección estando él caído, de cuyas resultas Barros fué herido en la pierna y luego Batralo en el pecho, en cuyo caso la herida hubiera tenido una dirección hacia arriba. Sin embargo, según la certificación médica del Doctor Santayana, Exhíbito B, la dirección de la herida era hacia abajo, y este es un mentis contundente de la aserción del acusado. Barros declaró que él se acercó a los dos y agarró a Batralo por la cintura para alejarle del acusado, y en esta coyuntura el acusado le hirió en la pierna, y como su herida sangraba profusamente, se retiró de la escena y el acusado ya estaba levantado. Fué entonces cuando se hirió Batralo con el bolo del acusado, y esté desmiente la aserción del acusado de que él estaba aún caído en tierra cuando hirió a Batralo.

El relato del suceso por los testigos de la prosecución es más digno de crédito. Hubo ciertamente un altercado entre ambos que precedió a los puñetazos de Batralo. Los hechos probados, tales como fueron apreciados por el juzgado *a quo*, son:

A eso de la una de la tarde del 5 de julio, 1947, Nume-rano Batralo, con algunos compañeros llamados Meliton Percadela, José Gensaya, Perpetuo Merano y Tomás Luna, estaba levantado cerca de una tienda en el municipio de Pitogo, Quezon, esperando transportación porque intentaba irse al barrio. Batralo dejó a sus compañeros y se fué a una tienda y compró cigarillos. De la tienda, Batralo se acercó al acusado Benito Osongco, chofer del bus de la E. T. B. que entonces estaba allí estacionado. El acusado estaba levantado en la acera, y Batralo preguntole cuando saldría su truck. Osongco le contestó a Batralo que viera el rótulo del bus que indicaba a donde iba. Batralo vió el rótulo con el nombre "Pitogo." Al preguntar a uno de los pasajeros, él descubrió que el bus iba a Macalelon y no a Pitogo. Entonces volvió al sitio donde estaba el acusado y le preguntó a éste porqué el rótulo decía Pitogo si en realidad el bus iba a Macalelon. Los dos se cambiaron de palabras. Osongco puso su mano en el bolsillo de sus pantalones y Batralo, creyendo que el acusado iba a usar su bolo Exhíbito A, le dió a Osongco un puñetazo que tocó la parte izquierda de los labios de cuyas resultas Osongco cayó al suelo. Luego se levantó el acusado para arremeter a su contrario con un cuchillo grande en forma de bolo

en el momento preciso en que Epitacio Barros, un inspector de la E. T. Bus Co., intervenía tratando de llevarle lejos a Batralo. Barros fué incidentalmente herido en la pierna izquierda y por este se retiró de la escena. Fué cuando el acusado acometió con su bolo a Batralo quien recibió una herida en la parte baja del pecho izquierdo, en la región infra-clavicular según la certificación del Dr. Simeón Santayana, presidente de la División No. 12 de la Sanidad, Pitogo, Quezon, quien curó al ofendido.

De donde resulta que ningún elemento de legítima defensa concurrió en este caso. No hubo agresión ilegítima de parte del ofendido, porque si éste le dió de puñetazos al acusado al extremo de derribarle al suelo y causarle la pérdida de un diente, era precisamente para evitar que éste lo agrediera primero, y el hecho de que el acusado se insolentara por las preguntas de Batralo tratando de hacer uso de su arma blanca, como en efecto lo hizo después, era una provocación suficiente al ofendido para que éste le agrediera primero. Y si después de su caída se levantó y acometió al ofendido con su pequeño bolo o cuchillo hiriéndole en el pecho hasta herir a un tercero que quería evitar la pelea, ello prueba que su acción no era para defenderse sino para vengarse de su agresor que no tenía ningún arma, de suerte que no había necesidad racional de su parte de hacer uso del arma con que hiriera al ofendido.

No concurrimos, sin embargo, con el juez sentenciador en la calificación del delito y en la aplicación de la pena. Las pruebas no demuestran de una manera clara y positiva que la herida del ofendido duro más de 30 días. El Doctor Santayana no estuvo muy seguro de este punto e incurrió en algunas contradicciones, además de no concordar con las declaraciones del ofendido. Este dijo que estuvo sujeto al tratamiento médico por 35 días y el certificado médico dice 36. Batralo declaró que por espacio de cuatro días el doctor estuvo curándole en su casa, mientras que según el Doctor Santayana él estuvo curándole en la casa del ofendido durante siete días, y después, en su oficina. En otra parte de su testimonio, el médico declaró que el 5 de julio Batralo fué tratado en la oficina de su casa (del doctor) y en los días 7, 8, 9, 10, 11 y 12, en la casa del ofendido, debido a que sufrió una infección severa la herida. En los días 13 al 19 Batralo iba a su dispensario, según el Doctor Santayana, y en los días 21 al 26 fué tratado continuamente en su dispensario, como tambien del 28 al 30. El record del doctor dice que Batralo fué objeto de tratamiento en el dispensario durante 16 días, y aunque se aumentarán a este tiempo los días de tratamiento en la casa del ofendido que eran 7 días según el doctor, todo el tratamiento no llegaría a 30 días. Por otro lado, resulta de las pruebas que la denuncia original en el juzgado de

paz era por lesiones menos graves porque había un certificado del Doctor Santayana anterior al Exhíbito B y el jefe de policía presentó dicha denuncia por el informe verbal del doctor de que la herida se curaría a los 14 días. No hay, por tanto, prueba convincente de que la asistencia facultativa necesaria para curar la herida en cuestión duró más de 30 días, como tampoco la hay de incapacidad de dedicarse a sus ocupaciones habituales por dicho período, aunque es un hecho positivo de que estuvo Batralo sujeto a tratamiento médico necesario por más de 10 días, de suerte que el caso de autos no es de lesiones graves.

Por tanto, encontrando al apelante culpable del delito de lesiones menos graves con la atenuante de haberlo cometido con ofuscación, y teniendo en cuenta la falta de interés del mismo ofendido, se le condena a un (1) mes y 1 día de arresto mayor, a pagar las costas y una indemnización de ₡250, al ofendido, con prisión subsidiaria en caso de insolvencia.

Así modificada, se confirma la sentencia apelada.

Reyes y Gutierrez David, MM., están conformes.

Se modifica la sentencia.

[No. 1824-R. June 27, 1949]

MANUEL PEREZ DURAN ET AL., petitioners, FRANCISCO R. VILLAROMAN, petitioner and appellee, JOSE EUGENIO RAMIREZ and SABINA SIOCO VDA. DE ESCALER, oppositors and appellants.

1. EASEMENT; VOLUNTARY EASEMENT; DOMINANT ESTATE IN CASE AT BAR NOT AN ENCLOSED ESTATE UNDER ARTICLES 564 AND 567, CIVIL CODE; CASE AT BAR.—Considering the fact that even if lot No. 16 came between the Escolta and lot No. 13, the latter had access to the thoroughfare when the right of way was created; that lot No. 16 belonged to the owner of lot No. 13, and was already in use as part of the road; and that lot No. 16, even if it lay between the Escolta and lot No. 13, the dominant estate, did not seem to deny access to the road for the purposes of loading and unloading, for which the right of way to T. Pinpin was granted, we hold that within the meaning and contemplation of articles 564 and 567 of the Civil Code, lot No. 13 was not an enclosed estate at the time the easement was created on lot No. 10, and that the easement in question can not be considered as a legal easement. And since a legal easement could not have been created, the easement had to be constituted by the will of the parties. What is said with respect to lots Nos. 13 and 16, is likewise true with respect to lots Nos. 12 and 15. The absence of a document showing the nature and character of the easement, should not militate against the finding, through a preponderance of evidence, that the easement was created voluntarily; for the simple reason that the general rule of evidence in civil actions on preponderance are equally applicable in determining the weight and sufficiency of evidence to prove the matters in actions concerning easement.

2. **ID.; ID.; EXTINGUISHMENT OF EASEMENT; EVIDENCE MUST BE CLEAR AND CONVINCING.**—Appellees petitioned the court for the cancellation of the easement, on the grounds that it is a legal easement and that it had already become unnecessary. The burden to prove these allegations rests on the appellees. This encumbrance was placed on the transfer certificate of title of the servient estate, in favor of the appellants, and should not be made to disappear therefrom upon mere conjectures. It is the legal philosophy underlying the whole system of registration that the extinguishment of such right, should be justified by clear and convincing proof, which is wanting in this case.
3. **ID.; ID.; ID.;—**Voluntary servitude must be extinguished by any of the means enumerated in article 546, Civil Code. There has not been any attempt by the appellees herein to show the existence of any of such causes. It is also a principle, in the matter of easement, that “in order to operate as an extinguishment of the way, it must appear that the outlet by means of the new way is *reasonably sufficient to the beneficial enjoyment* of the dominant estate.” (28 C. J. S., 719.) “* * * The extent of the right of way must follow and be adapted to the *beneficial use* for which the dominant estate is intended.” *Larracas vs. Del Rio* (CA) 37 Off. Gaz., 287, Jan. 31, 1939.) (*Fuentes et al. vs. Rivera et al.*, 40 Off. Gaz. (12th S.), No. 18, p. 106.)
4. **ID.; ID.; ID.; PLEADING AND PRACTICE; PETITION, HOW AND WHERE FILED.**—It is alleged that the owner of the servient estates should have filed a separate action for extinguishment, with an offer by the owner of the servient estate to return the amount of indemnity therefor. We do not share in this view. The action taken by appellee in having filed a petition in the original registration proceedings is sanctioned by the provisions of section 112 of Act No. 496. The rule that all petitions and motions filed under the provisions of the Land Registration Act, subsequent to the original registration, should be presented in the original registration case, is based upon an intelligent purpose; for, “to allow such petitions and motions to be filed and disposed of elsewhere, would eventually lead to confusion and render it difficult to trace the origin of the entries in the registry.” (*Cavan vs. Wizlizenous*, 48 Phil., 636.)

APPEAL from an order of the Court of First Instance of Manila. De Leon, J.

The facts are stated in the opinion of the court.

Padilla, Carlos & Fernando for appellant Vda. de Escaler.

Delgado, Dizon & Flores for appellant Eugenio.

Narciso Peña for appellee Villaroman.

Ramirez & Ortigas for appellee Perez Duran et al.

PAREDES, J.:

This is an appeal from an order of the Court of First Instance of Manila, directing the cancellation from transfer certificate of title No. 58196 of the annotation of a right of way constituted on the servient estate of petitioners and appellees, in favor of the dominant estates of the oppositors and appellants.

The properties involved in this case are all situated along the Escolta Street, Manila. The servient estate is lot No.

10, with an area of 3.01 square meters, block No. 2058, of the cadastral survey of the City of Manila, described in T. C. T. No. 58196. It belonged to the appellees who, after this action was filed, sold the property, under mortgage, to Francisco Villaroman. The latter, for that reason, joined the appellees as party petitioner.

The dominant estates are lot No. 12, with an area of 171.1 square meters, and lot No. 13, with an area of 191.7 square meters, of the same block No. 2058, owned respectively by Sabina Sioco Vda. de Escaler and Jose Perez, appellants, in whose favor the right of way over lot No. 10 was granted to give the dominant estates outlet at T. Pinpin street.

The other properties of the petitioners, located at Escolta corner T. Pinpin, consist of lot No. 11, with an area of 161.0 square meters, and lot No. 14, with an area of 0.90 square meters. Mrs. Escaler owns in that place lot No. 15, with an area of 1.3 square meters contiguous to lot No. 12. Ramirez also owns lot No. 16, with an area of 2.40 square meters, contiguous to lot No. 13. Lots Nos. 14, 15 and 16 are very small cadastral lots which were segregated from or added to the properties, known as lots Nos. 12 and 13, respectively, when the cadastral survey was made for the purpose of rectifying the street line on the Escolta. So that at present the property of the oppositors include their main lots (lots Nos. 12 and 13, respectively), and the small adjacent cadastral lots (lots Nos. 15 and 16, respectively), in the same way that the property of the petitioners lot No. 11 includes the small adjoining cadastral lot No. 14.

The annotation in question reads:

"Que el lote No. 10 arriba descrito esta sujeto a una servidumbre de paso a favor de los lotes Nos. 12 y 13 de la sociedad conyugal de los esposos Jose Fausto Ramirez y Oteyza y Rita de la Cavada y Angel Calvo y Luis Fernandez."

And it has been annotated since March 25, 1924, on original certificate of title No. 6592, Decree No. 151435, cadastral case No. 38, G.L.R.O cadastral record No. 189, by virtue of an order of Judge C. A. Imperial, dated January 29, 1924; annotated on T. C. T. No. 57049/T-187 and re annotated on T. C. T. No. 58196/T-191.

Appellant J. E. Perez alleges that the lower court erred:

"(1) In holding that the easement in question is a legal and not a voluntary one;

"(2) In not holding that it has been acquired by title and/or by prescription;

"(3) In ordering its cancellation, without the appellee having proven its extinguishment upon legal grounds; and

"(4) In not holding that it is still necessary."

Appellant Mrs. Escaler submits the same questions, and the further alleged error of the lower court in having

decreed in this cadastral petition the cancellation of the easement, without determining the amount of indemnity (fourth assignment of error of Mrs. Escaler.)

The lower court decided the case solely upon the question of whether the easement is a legal or voluntary one, and forthwith declared the encumbrance to be a legal easement, considering that since neither party had proved by document the source of the constitution of the easement, the matter should be decided in a manner less burdensome to the servient estate.

1. As to the character of the easement. On legal easement of right of way, the Civil Code provides:

"ART. 564. The owner of any estate or property which is surrounded by others belonging to different owners and has no access to any public road, is entitled to demand a right of way over the neighboring estates upon paying the proper indemnity.

"ART. 567. When an estate acquired by purchase, exchange, or partition is surrounded by other estates of the vendor, exchanger, or co-owners, the latter shall be obliged to grant a right of way without indemnity, in the absence of any agreement to the contrary."

Was either lot No. 12 or No. 13, at the time the easement of way was constituted, an enclosed estate within the term of article 564 or article 567, without access to the Escolta, as would bring the easement under the category of legal easement? The grant of the easement first appeared on March 25, 1924 on T. C. T. No. 58196, although the easement is of much older date. There is no dispute that when the easement was constituted, the Escolta was already in existence, and the dominant estates already abutted and had access to this old street. Exhibit 1 of the herein appellee, shows clearly the access of lots Nos. 12 and 13 to the Escolta, and this fact is established by the uncontradicted testimony of Jose V. Ramirez who has known the dominant estates and the Escolta for at least 59 years. Referring more particularly to lot No. 13, this witness testified:

"A. Yes, sir. Through that easement of way created over lot No. 10, we used to pass various cases of merchandise for the store of my brother on lot No. 13 and the adjoining property, lot No. 12, for the reason that at that time, discharging of cargo from the Escolta from carretones and trucks was not allowed on the Escolta and we had to unload on T. Pinpin street.

"Mr. Dizon:

"Q. You made mention of the prohibition of the unloading of cargoes on the Escolta and the allowance of the unloading of cargoes on T. Pinpin. Will you please state if the unloading of cargoes from the store on lot No. 13 was allowed at that time?—A. At the Escolta street, there was usually a traffic congestion which rendered difficult the loading and unloading. At times, they would permit loading in Escolta, but at other times, they would prohibit loading or unloading in Escolta. Just recently, when Escolta was two ways, it was not allowed to load or unload at the Escolta. Not even trucks were allowed to enter Escolta, and there was necessity to pass through T. Pinpin street.

"Mr. Dizon:

"Q. When the easement of right of way was created over lot No. 10, will you state to the court whether the lot which, according to you, formerly belonged to your father and which was subsequently subdivided into lots Nos. 16 and 13, were abutting Escolta Street?—

"A. Yes, sir. It always had the frontage on Escolta street. I will give you the reason. Formerly, these two lots of the oppositors formed a single property and the limit of that property was the exterior line of lots Nos. 16 and 15 and there was then constructed only one house which was ever in existence until it was burned in 1945. Afterwards, this property was subdivided into two lots. The heirs sold one lot to the predecessors of my father and then the other lot was sold to other persons which is now the property of Doña Sabina Sioco. And in the subdivision it was * * * that is a right of way was granted to lot No. 12 to a lot which should form part of the title of lot No. 12." (t. s. n., pp. 12-14.)

It may be true that lot No. 16 existed when the right of way was constituted and this lot cut a thin line between the dominant estate and the Escolta; but to contend that this narrow strip of barely 2.4 square meters in area along its entire length denied lot No. 13 access to the Escolta, is to close our eyes to reality. Lot No. 16 belonged, as has always belonged, to the owner of lot No. 13, and these two lots formed a single lot, until lot No. 16 was segregated from its mother lot for purposes of future expropriation, to widen the Escolta. When the easement was constituted, lot No. 16 was already used as part of the old Escolta and remained of the same ownership as that of the dominant estates. If it was already in use as part of the road, then lot No. 13 necessarily abutted what was part of the public road. As the law, for obvious reasons, requires a property to be inclosed by others belonging to different owners before it can be entitled, as an enclosed estate, to a legal easement of way, it can not be successfully contended now that lot No. 16 inclosed lot No. 13, for both belong to the same owner. Any proposed widening of the street affecting lot No. 13 could be made possible only through the absorption of lot No. 16, which, when the easement was constituted, was already used by pedestrians. So that the access to the street which the widening now allegedly affords, was the same access which the dominant estate lot No. 13 already enjoyed. This notwithstanding, the right of way was created. Considering, therefore, the fact that even if lot No. 16 came between the Escolta and lot No. 13, the latter had access to the thoroughfare when the right of way was created; that lot No. 16 belonged to the owner of lot No. 13, and was already in use as part of the road; and that lot No. 16, even if it lay between the Escolta and lot No. 13, the dominant estate, did not seem to deny access to the road for the purposes of loading and unloading, for which the right of way to T. Pinpin was granted, we hold that within the meaning and contemplation of said articles 564 and 567, lot No. 13 was not an

enclosed estate at the time the easement was created on lot No. 10, and that the easement in question can not be considered as a legal easement. And since a legal easement could not have been created, the easement had to be constituted by the will of the parties. What is said with respect to lots Nos. 13 and 16, is likewise true with respect to lots Nos. 12 and 15. The absence of a document showing the nature and character of the easement, should not militate against the finding, through a preponderance of evidence, that the easement was created voluntarily; for the simple reason that the general rules of evidence in civil actions on preponderance are equally applicable in determining the weight and sufficiency of evidence to prove the matters in actions concerning easement.

Conceding for a moment that appellants had not proven the legal nature of the easement, still the easement as constituted should be preserved. Appellees petitioned the court for its cancellation, on the grounds that it is a legal easement and that it had already become unnecessary. The burden to prove these allegations rests on the appellees. This encumbrance was placed on the transfer certificate of title of the servient estate, in favor of the appellants, and should not be made to disappear therefrom upon mere conjectures. It is the legal philosophy underlying the whole system of registration that the extinguishment of such right, should be justified by clear and convincing proof, which is wanting in this case.

2. Having come to the conclusion that the present servitude is voluntary, the special grounds of extinguishment provided by article 568 of the Civil Code for legal easements of way, are not applicable. Voluntary servitude must be extinguished by any of the means enumerated in article 546, Civil Code. There has not been any attempt by the appellees herein to show the existence of any of such causes. Petitioners ask the extinguishment of the easement on the grounds that the dominant estates *now* front the Escolta, and that the right of way has ceased. But the dominant estates since the creation of the servitude, or at least in the year 1924, had always had frontage on the Escolta. There is absolutely no proof that because of this condition which had always existed, the right of way is not now necessary. The position and conditions of the affected estates had not changed; they are as they were before the filing of the petition. The easement was constituted for the loading and unloading of merchandise at T. Pinpin street which could not be adequately and beneficially undertaken in the Escolta. The Court takes judicial notice that the Escolta is plagued with both vehicular and pedestrian traffic which has become the permanent headache of the City administration. Parking has been restricted along its entire length during

business hours. Under these conditions, what can tiny lot No. 15 with 1.3 square meters and tiny lot No. 14, with 2.4 square meters afford to facilitate the loading and unloading of merchandise? While it is conceded, as appellees contend, that "one thing is convenience and another thing is necessity," it is also a principle, in the matter of easements, that "in order to operate as an extinguishment of the way, it must appear that the outlet by means of the new way is *reasonably sufficient to the beneficial enjoyment of the dominant estate.*" (23 C. J. S., 719.) "* * * The extent of the right of way must follow and be adapted to the *beneficial use* for which the dominants estate is intended." *Larracas vs. Del Rio* (CA) 37 Off. Gaz., 287, Jan. 31, 1939.) It may be true that the proposed opening of the Escolta, provided in Municipal Ordinance No. 3095, section 1, approved October 24, 1947 (43 Off. Gaz., No. 10, p. 6) might absorb these tiny lots bordering those intended for expropriation, but this is not yet "an accomplished fact at least from the standpoint of the local government," (p. 15, appellees' brief.) Unpredictable circumstances and events might yet change the beautiful plan.

And even granting *arguendo* that the ordinance for the proposed widening of Escolta would incorporate these tiny lots into the highway, still it may be maintained that without any clear and positive proof that the use of the servient estate is no longer necessary, the easement should stay.

In the case of *Fuentes et al. vs. Rivera et al.*, 40 Off. Gaz. (12th S.), No. 18, p. 106, where appellant contended that the use of the canal inside the land of Fuentes was no longer necessary as the oppositors had made an opening outside the servient estate giving new access to the Maitim River, the Court overruled the contention and preserved the existence of the easement:

"We agree with counsel for the oppositors on this point that even assuming that this claim is true it would not and cannot affect the right of the parties. *Having established and proven their right of easement, the oppositors can lose that right only under the provisions of law, particularly article 546 of the Civil Code and the alleged opening or conduit outside the servient estate is not one of the ways or means provided by law whereby an easement is lost or extinguished.* Article 546 mentions renunciation of the owner of the dominant estate as one of the means of extinguishing an easement. The authorities, however, say that such renunciation must be specific, clear and express (*Francisco vs. Paez*, 54 Phil., 243). In the present case, far from making such renunciation, the owners of the dominant estate insist in the use and in the continuation of the easement." (Italics supplied.)

3. Counsel for Mrs. Escaler raised the legality of cancelling the easement without determining the amount of indemnity, even on the hypothesis that it was legal easement. (Fourth assignment of error.) It is alleged that the owner of the servient estates should have filed a sepa-

rate action for extinguishment, with an offer by the owner of the servient estate to return the amount of indemnity therefor. We do not share in this view. The action taken by appellee in having filed a petition in the original registration proceedings is sanctioned by the provisions of section 112 of Act No. 496, the pertinent portion of which reads: "Any registered owner or other person in interest may at any time apply by petition to the court, upon the ground that registered interests of any description, whether vested, contingent, expectant, or inchoate, have terminated and ceased; * * * and the court shall have jurisdiction to hear and determine the petition, after notice to all parties in interest, and may order the entry of a new certificate,—the entry or cancellation of a memorandum upon a certificate, or grant any other relief upon such terms and conditions, requiring security, if necessary, as it may deem proper * * *." The rule that all petitions and motions filed under the provisions of the Land Registration Act, subsequent to the original registration, should be presented in the original registration, case, is based upon an intelligent purposes; for, "to allow such petitions and motions to be filed and disposed of elsewhere, would eventually lead to confusion and render it difficult to trace the origin of the entries in the registry." (*Cavan vs. Wizlizenous*, 48 Phil. 636.) Appellant Mrs. Escaler also contends that the determination of the indemnity to be refunded by the owner of the servient estate to the owner of the dominant estates, is a prerequisite for the cancellation of such a legal easement. Considering, however, the fact that appellees are ready and disposed to pay the indemnity, and that Appellants themselves do not know if there was any amount previously paid and now to be refunded; in fact, they do not claim any definite amount at all, the lower court was correct when it reserved the right of the owners of the dominant estates "to demand in an ordinary civil action the corresponding indemnity. * * *."

4. In view of the conclusions reached in the disposal of the errors just considered, and for being immaterial, we deem it unnecessary to pass upon the question raised by the appellant as to whether or not the easement under litigation was acquired by title and/or by prescription.

The petition for the cancellation of the easement of way, annotated on transfer certificate of title No. 58196 in favor of the oppositors and appellants, is hereby denied, reserving, however, to the appellees the right to present such petition as they may deem proper, based on any of the grounds of extinguishing voluntary servitudes, provided for by law. Without special pronouncement as to costs. So order.

Labrador and Barrios, JJ., concur.

Petition denied with reservation in favor of the appellees.

[No. 1942-R. June 27, 1949]

ANTONIO PASCUAL ET AL., plaintiffs and appellants, *vs.*

LUISA PASCUAL ET AL., defendants and appellants

1. OWNERSHIP; MORTGAGE; RIGHTS OF TRANSFEROR AND TRANSFEREE; INTENTION OF THE PARTIES; LEGAL CONSTRUCTION IN CASE OF DOUBT.—The transferee acquires no better rights than the transferor, especially when the land is unregistered under either Act 496 or the Mortgage Law, and the position of the assignees could not improve by recording. The deed in question was one of conveyance by way of security and the mere fact that it was not recorded could not have the effect of converting the same into a sale *with pacto de retro* or any other conveyance of ownership which was plainly not intended by the parties, and is not to be presumed by the courts, the legal construction, in case of doubt, being in favor of the least transmission of interest (Civil Code, Art. 1289, par. 1). The assignor could only transfer to his assignee a right of credit secured by the land and not *dominium* or ownership which he did not have.
2. ID.; ID.; CREDITOR IN POSSESSION OF THE LAND; CONTRACT GOVERNED BY RULES OF ANTICHRESIS.—A contract of mortgage expressly authorizing the creditor to enter into possession of the land put up as security is governed by the rules of antichresis, corresponding to those of equitable mortgages in the Common Law, where the mortgagee is in possession (*Macapinlac vs. Gutierrez Repide*, 43 Phil., 770; *Diaz and Rubillos vs. Mendenzona*, 48 Phil., 466).
3. ID.; ID.; ANTICHRESIS; PRESCRIPTION; ANTICHRETIC CREDITOR'S POSSESSION, NOT IN CONCEPT OF OWNER AND CANNOT RIPEN INTO TITLE BY MERE LAPSE OF TIME.—An antichretic creditor, or mortgagee in possession, acquires the right of possession subject to an obligation to apply the fruits first to the taxes and repairs, and afterwards to the satisfaction of his credit (Civil Code Art. 1881; *Macapinlac vs. Gutierrez Repide*, *supra*). His possession is not in the concept of owner; hence, his possession could not be adverse in character until and unless he repudiated his quality of mortgage creditor and brought home its repudiation to the mortgagor debtor; and from this time only prescription would run. Mere possession would not be enough and an antichretic creditor's possession cannot ripen into title by mere lapse of time.
4. ID.; ID.; INNOMINATE CONTRACTS, EFFECTIVE AND OBLIGATORY.—Even granting the contention that the contract did not create a mortgage because it was not recorded, still its terms remain valid and operative as between the parties thereto and their privies. A contract does not lose its force and obligatory effect merely because it fails to conform with the types established in the Civil Code (*Alcantara vs. Alinea*, 8 Phil., 111) and the Code has not eliminated the contracts called *innominate*, precisely because they do not follow any prescribed class (Art. 1255).
5. ID.; ID.; ANTICHRESIS; EFFECT OF FAILURE TO PAY DEBT WITHIN THE TERM AGREED UPON; CREDITOR'S POSSESSION BECOMES MORE OR LESS INDEFINITE.—Under antichresis or equitable mortgage with the mortgagee in possession, "the non payment of the debt within the term agreed upon does not vest ownership of the property in the creditor" (Cas. Cit. p. 786). If the parties are forbidden to stipulate that the creditor may appropriate the land upon non payment, and any such stipulation is void (Civ.

Code Arts. 1859, 1884), much less could such appropriation result in the absence of agreement to that effect.

6. PURCHASE AND SALE; PACTO DE RETRO SALE; CONSIGNATION; PREVIOUS NOTICE, PURPOSE OF.—The purpose of the previous notice being to afford the creditor a chance to protect himself against the expense of the litigation that consignment entails by accepting the payment, such notice is not dispensed with by the previous tender and refusal of the amount owed (8 Manresa, 298).

APPEAL from a judgment of the Court of First Instance of Bulacan. Pecson, J.

The facts are stated in the opinion of the court.

Nicanor P. Nicolas for appellants.

Pascual & Teaño-Pascual for appellees.

REYES, J. B. L., J.:

This is a reconstituted case originally filed in the Court of First Instance of Bulacan on July 1, 1943, to compel defendants to accept the amount of ₱1,000 in occupation currency consigned in Court and execute a discharge of mortgage over a parcel of rice land in Tabtab, Norzagaray, Bulacan, with an area of 3 hectares and 75 ares described in the complaint. The defendants averred ownership of one-half of the land, by failure of the former owner to redeem a *pacto de retro* sale in due time.

The background of the case is as follows: In May 15, 1922, Damaso Pascual, original owner of the land in dispute, conveyed it to Marcos Palad as security for a loan of ₱2,000. In the public document executed on that date (Exhibit A) Damaso Pascual expressly acknowledged having borrowed and received (umutang at tumangap) the sum of two thousand (₱2,000) Philippine pesos in consideration whereof he encumbered or conveyed by way of security (ipinanagot ó isinasangla) his parcel of unregistered land therein described. It was further recited that the parties had agreed that Palad would administer (mamahala) the land and that Damaso Pascual could at any time redeem it (Kailan mang panahon ay matutubos kong muli) unless it were contrary to law (subali lamang kung wala sa matuwid).

It is uncontested that the creditor Palad took possession of the land and received its fruits. After two years, being in need of money, Marcos Palad approached the spouses Antonio Pascual (since deceased) and Andrea Payumo and in June 1, 1924, sold to them his rights, subject to the right of redemption of the true owner, Damaso Pascual (Exhibit B.) Palad was paid ₱2,000 by the vendees, but it was admitted that one-half of the price came from Luisa Pascual (sister of Antonio and Damaso), who was recognized by Antonio Pascual and his wife as their partner in the venture although her name did not appear in Palad's deed of assignment (Exhibit B).

Thereafter, Antonio and Luisa Pascual succeeded Palad in his possession and cultivation of the land, dividing the fruits equally. In 1933 the tax declaration was changed to the name of Luisa Pascual (tax No. 3140). But in May 31, 1943, the original owner, Damaso Pascual executed a deed (Exhibit C) of definitive sale of the land to the spouses Antonio Pascual and Andrea Payumo, for ₱3,000, representing the original debt to Marcos Palad and an additional sum of ₱1,000; the vendee undertaking to pay the ₱1,000 indebtedness corresponding to Luisa Pascual.

Antonio Pascual and his wife Andrea Payumo subsequently tendered the sum of ₱1,000 to the children of Luisa Pascual, who had in the meantime lost her mind; the tender being refused, the sum was consigned in Court and action brought, Antonio and Luisa Pascual having subsequently died, they are represented in this action, the former by his administrator, and Luisa by her executrix and daughter Maria Leonardo, who was made defendant together with Dionisio Leonardo, the testamentary legatee of the land involved.

The Court below, overruling defendant's claim that the late Luisa Pascual had become the owner of one-half of the land in dispute, permitted the redemption of her mortgage interest and, holding the consignation improperly made, ordered the plaintiffs to pay again to the defendants the amount of ₱1,000 in Philippine currency. Both parties appealed.

The defendants and appellants contend that Luisa Pascual and her heirs should be declared owners of one-half of the land because: (a) She had possessed it adversely, openly and continuously for 19 years; (b) It had been sold to her by Damaso Pascual and (c) The land had been transferred to her in the land tax records.

This contention is belied by the evidence and the law. Since Antonio and Luisa Pascual were mere transferees of Marcos Palad, it stands to reason that they could acquire no better rights than the transferor, especially because the land is unregistered under either Act 496 or the Mortgage Law, and the position of the assignees could not improve by recording. The deed executed by Damaso Pascual in favor of Marcos Palad was one of conveyance by way of security; the recitals of the contract leave no room for doubt on that score. The mere fact that it was not recorded could not have the effect of converting the same into a sale *with pacto de retro* or any other conveyance of ownership, which was plainly not intended by the parties, and is not to be presumed by the courts, the legal construction, in case of doubt, being in favor of the least transmission of interest (Civ. Code Article 1289, par. 1). Consequently, Palad could only transfer to his assignees, Antonio and

Luisa Pascual, a right of credit secured by the land, and not *dominium* or ownership which he did not have.

Since the mortgage deed, Exhibit A, expressly authorized the creditor to enter into possession of the land put up as security, the contract was evidently governed by the rules of antichresis, corresponding to those of equitable mortgages in the Common Law, where the mortgagee is in possession (*Macapinlac vs. Gutierrez Repide*, 43 Phil., 770; *Diaz and Rubillos vs. Mendoza*, 48 Phil., 466).

As antichretic creditor, or mortgagee in possession, Marcos Palad and his assignees, Antonio and Luisa Pascual, acquired the right of possession subject to an obligation to apply the fruits first to the taxes and repairs, and afterwards to the satisfaction of their credit (Civil Code article 1881; *Macapinlac vs. Gutierrez Repide*, *supra*). Their possession was not in the concept of owner; hence, their possession could not be adverse in character until and unless they repudiated their quality of mortgage creditors and brought home its repudiation to the mortgagor debtor; and from this time only prescription would run. The evidence fails to disclose any acts on the part of Luisa Pascual that she no longer considered herself a creditor but claimed to be the owner of the land in derogation of Damaso's title. Certainly mere possession would not be enough and the Supreme Court has ruled that an antichretic creditor's possession can not ripen into title by mere lapse of time. In *Barretto vs. Barretto*, 37 Phil., 234, 252-253, it was ruled that:

"In other respects, the proceedings in the present action do not offer any legal cause or reason by virtue of which it can be established that the plaintiff has acquired the ownership of the said hacienda by prescription, since the original possessor entered into possession of the same with the consent of the owners and not as owner, but as a creditor with the right only to collect his credit on the fruits of the said hacienda, and the plaintiff could not acquire better rights than those which had been conferred upon him by his predecessors in possession. Thus, article 1884 of the Civil Code declares that the creditor cannot acquire the ownership of the real property for failure to pay the debt within the time agreed upon. Any stipulation to the contrary shall be void.

"It is, therefore, clear and beyond all discussion that the possession enjoyed by the predecessors of the plaintiff has not been conferred by the owners of the hacienda to the creditor that the latter might acquire the ownership of the property, but merely that from its products he might collect the existing debt. Consequently, the possession exercised by the creditor Antonio Vicente Barretto, not being under title of ownership because no right of ownership could have taken place, the present possession of the hacienda can not possibly turn into a title of acquisitive prescription of the property."

The only circumstance called to our attention in support of Luisa's claim to prescriptive title, is the fact that the tax declaration of the entire land was put in Luisa's name;

but it is an established rule that real estate tax declarations and payments are only evidence of possession and not ownership, and it is not adequately shown in the records for what purpose the transfer was done (whether to establish possession or title), nor that such fact was made known to Damaso before 1943. The theory of title by adverse possession, advanced by the appellants, must therefore be rejected.

The defendants stress that the deed Exhibit A did not create a mortgage, since it was not recorded. The point is irrelevant. Even granting defendant's contention, Exhibit A would remain valid and operative as between the parties thereto and their privies, and the character of Luisa's possession would still be as creditor and not as owner. A contract does not lose its force and obligatory effect merely because it fails to conform with the types established in the Civil Code (*Alcántara vs. Alinea*, 8 Phil., 111) and the Code has not eliminated the contracts called *innominate*, precisely because they do not follow any prescribed class (article 1255).

The circumstance that Damaso and his transferees, Antonio Pascual and his wife, allowed more than ten years to elapse without offering to pay off the indebtedness, is of no significance. For as held in *Macapinlac vs. Gutierrez Repide*, 43 Phil., 710, under antichresis or equitable mortgage with the mortgage in possession, "the non-payment of the debt within the term agreed upon does not vest ownership of the property in the creditor" (Cas. Cit., p. 786. If the parties are forbidden to stipulate that the creditor may appropriate the land upon non-payment, and any such stipulation is void (Civil Code, articles 1859, 1884), much less could such appropriation result in the absence of agreement to that effect. Indeed, from the very nature of the antichretic relation, the period of the creditor's possession must remain more or less indefinite and can not be pinned down to any fixed number of years, since crops being variable, the rate of amortization may likewise change from year to year.

It is said that by their inaction Damaso and his transferees led Luisa to believe that she had become owner of one-half of the land in question and that they are estopped to deny her title. The preceding considerations dispose of this contention. How could Luisa believe that she had acquired the ownership of the land when the documents so clearly show that Palad, her predecessor in interest, was a mere creditor and held the land only as security? No concealment or misrepresentation of the terms of the agreement being shown, any mistake as to their legal import can not be laid on the shoulders of the plaintiffs and appellants. Luisa not having been misled by her brothers, she must bear the consequences of her own error. Her

mistaken belief that she had become the owner of one-half of the land, and her consequent *ex parte* attempt to bequeath the same to Dionisio Leonardo, are regrettable but can not impair the rights of the owner of the land, Damaso Pascual, or of his successors in interest, appellants herein.

By the transfer and conveyance of Damaso Pascual's title to Antonio in 1943, the latter's half of the credit assigned by Marcos Palad became extinguished by merger (Civil Code Article 1192). Thereafter only Luisa's half of the indebtedness remained, and it was proved that the plaintiff and appellants tendered the amount and upon being refused acceptance, they deposited the same in Court on September 12, 1944, when the case was already pending (Rec. App. p. 11). It nowhere appears, however, that the plaintiffs-appellants gave or issued any notice of their intention to consign the amount, as expressly required by article 1177 of the Civil Code, and in the absence of circumstances excusing this previous notice, the consignment must be held correctly rejected as improper by the Court below (*Tiaoque vs. China Insurance, CA-G.R. No. 515-2*) but not for the reason given in its decision, that the money offered was occupation currency, since the latter was legal tender at the time (*Philippine Trust Co. vs. Araneta, SC-GR L-2734, Mar. 17, 1949*).

The case of *Pacis vs. Castro*, 43 Off. Gaz., 5118, relied upon by plaintiffs, is not applicable. Previous notice was there excused because the creditor changed his residence without knowledge of the debtor, and the latter's attempts to notify the creditor at his former residence were unavailing. In the present case there is not one iota of proof to show that previous notice before consignment could not have been given, or that the circumstances excused giving it. The purpose of the previous notice being so afford the creditor a chance to protect himself against the expense of the litigation that consignment entails by accepting the payment, such notice is not dispensed with by the previous tender and refusal of the amount owed (*8 Manresa, 298*).

An additional group for invalidating the consignment is that according to plaintiffs themselves their predecessor in interest, Damaso Pascual, had borrowed from Luisa an additional ₱100 "secured also together with the principal loan of ₱1,000 due her, by the mortgage of the property in dispute." (Plaintiff's Rec. of App., p. 15-B.) Therefore, the tender should have been for the sum of ₱1,100 and not one thousand pesos.

The defendant's belated attempt to establish that Damaso Pascual, in consideration of an additional ₱100 paid by Luisa, conveyed to the latter in 1924 one-half of the land in question, is unconvincing. It contradicts defendants' own theory, alleged in their answer to the complaint, wherein they claimed ownership by Damaso's failure to

redeem his land, not his voluntary sale thereof. The story is supported only by the tardy and interested testimony of Luisa's daughter, Maria Leonardo, and her attorney of record, both of whom testified that the deed had been burned upon liberation. Both were suspiciously unable to state the date of the receipt, which is significant, for Palad assigned his rights to Antonio and Luisa only in June of 1924. Neither did they recall the witnesses to this alleged deed. And to cap it all, it is uncontested that Luisa Pascual placed the *entire* land in her name, allegedly because of this lost conveyance, when according to this evidence she only purchased one-half thereof.

Equally unmeritorious is the suggestion of defendants that the transfer of Damaso's rights Antonio Pascual and Andrea Payumo in 1943 (Exhibit C) was simulated, and without consideration. The payment of the price in Japanese military scrip does not render the contract Exhibit C without consideration, for it is well known that in May, 1943, the occupation currency had depreciated very little in comparison with the Philippine peso.

It is unnecessary to discuss the correctness of the lower Court's rejection of the deposition of the late Antonio Pascual, since the principal facts deposed to by him were proved by other competent evidence.

The assignments of error of both plaintiffs and defendants being without merit, the decision appealed from is affirmed, with the sole modification that the plaintiffs shall pay to the defendants the sum of eleven hundred (P1,100) pesos, instead of one thousand, to discharge the mortgage, Exhibit A.

Without special pronouncement as to costs.

Gutierrez David and Borromeo, JJ., concur.

Judgment modified.

[No. 2352-R. June 27, 1949]

Intestate Estate of the Deceased Ananias Laico; ROSARIO E. VDA. DE LAICO, administratrix and appellant, vs. SILVESTRE JAVIER, claimant and appellee.¹

CLAIMS AGAINST ESTATE OF DECEASED PERSONS; EXPRESSION "MUST BE FILED WITHIN THE TIME LIMITED IN THE NOTICE" UNDER SECTION 5, RULE 87, RULES OF COURT, CONSTRUED; PURPOSE OF THE LAW—Section 2 of Rule 87 of the Rules of Court has been incorporated in the Rules for some good purpose, and that purpose is to afford chance to those who, for good cause shown and for equitable reasons, before an order for distribution of the decedent's estate is entered, failed to file just claims. If the creditor, after having been granted the opportunity as specified

¹ See Resolution of the Supreme Court in G. R. No. L-3530 dated January 12, 1949. Petition for certiorari is dismissed for lack of merit.

in the second part of section 2, still failed to file his claim, then said claim is barred forever. This must be so, because the law should not give a premium on negligence and lack of interest of the creditor. Therefore, the expression "must be filed within the time limited in the notice," under section 5 refers likewise to the extended time granted to the creditor, in accordance with section 2.

APPEAL from a judgment of the Court of First Instance of Laguna.

The facts are stated in the opinion of the court.

Lorenzo G. Valentin for appellant.

Jose V. Rosales for appellee.

PAREDES, J.:

On October 4, 1941, Silvestre Javier, herein claimant and appellee, filed his claim for services rendered as surveyor to the late Ananias Laico, in this intestate. On October 6, 1941, the administratrix Rosario E. Vda. de Laico, presented an opposition, on the ground that the claim was filed after the lapse of the period within which to file such claims. On October 10, 1941, the court admitted the claim and set the hearing thereof for the November calendar of the court. On November 21, 1941, counsel for the Administratrix filed a motion for reconsideration of the order of October 10, 1941, admitting the claim. Counsel alleged that the resolution of the court dated December 5, 1941, denying this motion for reconsideration, was never received by him, and that while waiting for said resolution, on or about February 28, 1944, the administratrix sent by personal delivery to her counsel, "two sheets of paper,—the first contained a petition *ex parte* dated January 26, 1944, filed by the appellee through counsel, requesting that the claim be set for hearing on January 28, 1944. At the bottom of this sheet is the order of the court, also dated January 26, 1944, setting the hearing for February 7, 1944. The second sheet contained the order of the court dated February 12, 1944, ordering the administratrix to pay the claim with 12 per cent interest plus P50 attorney's fee." On March 2, 1944, counsel moved to reconsider the order of February 12, 1944, on the ground of lack of notice to counsel. This motion for reconsideration was denied on March 13, 1944, although counsel again alleged he had not received a copy of this resolution. On January 26, 1946, Silvestre Javier petitioned the court, praying that the administratrix be required to pay the claim, which was granted on February 11, 1946. A motion, dated March 13, 1946, to reconsider this order was not heard due to the absence of the judge. On February 10, 1947, counsel for Javier presented a motion, asking that the motion for reconsideration, dated March 13, 1946, be denied, and that the administratrix be ordered to pay the claim within 5

days. On March 8, 1947, the motion for reconsideration of March 13, 1946 was denied. In connection with a motion for reconsideration filed on March 17, 1946, of this last order, the court gave the administratrix 10 days within which to file a memorandum which was presented by her on March 27, 1947. On May 15, 1947, the court once more denied the motion for reconsideration of March 17, 1947. A motion for new trial presented on May 26, was denied on June 21, 1947; hence, this appeal. Claimant and appellee did not file his brief.

Appellant claims that the trial court erred (1) in admitting the claim despite the lapse of the period within which to file such claims; (2) in hearing the claim *ex parte*, and (3) in ordering her to pay the claim, with interest and attorney's fees, and in the absence of evidence showing that claimant had already delivered the plans and other pertinent papers to her.

Appellant alleges that the court below admitted the claim after the lapse of 4 months and 25 days from the last day of the period within which to file the said claim. The deadline for the period of filing the claim does not appear of record. Claimant, however, admitted in his motion that it was filed beyond the period. In the determination of this question, the trial court based its ruling upon section 2 of Rule 87 which reads:

"SEC. 2. *Time within which claim shall be filed.*—In the notice provided in the preceding section, the court shall state the time for the filing of claims against the estate, which shall not be more than twelve nor less than six months after the date of the first publication of the notice. However, at any time before an order of distribution is entered, on application of a creditor who has failed to file his claim within the time previously limited, the court may, for cause shown and on such terms as are equitable, allow such claim to be filed within a time not exceeding one month."

On the other hand, appellant contends that section 5 of the same Rule should be applied. The pertinent portion of this section provides:

"SEC. 5. *Claims which must be filed under the notice. If not filed, barred; exception.*—All claims for money against the decedent, arising from contracts, express or implied, whether the same be due, not due, or contingent, all claims for funeral expenses and expenses of the last sickness of the decedent, and judgment for money against the decedent must be filed within the time limited in the notice; otherwise they are barred forever, except that they may be set forth as counterclaims in any action that the executor or administrator may bring against the claimants. * * *"

Appellant argues that inasmuch as the present claim arises from a contract, and that since section 5 contains specific provisions, and that section 2, a general provision, the latter must be governed by the former. While this rule of statutory construction may be an aid in the interpretation of two apparently conflicting provisions of law,

it seems, however, that to determine the intention of the law-maker, recourse should be taken to the law itself; and, if there is a seeming conflict, to harmonize them and make the avowed intention of the law-maker effective. A careful analysis of section 2, will readily show that there are two periods granted for creditors within which to file their claims, to wit: (1) The time specified in the notice to be issued by the court in accordance with section 1 which shall be more than 12 nor less than 6 months after the date of the first publication of the notice; and (2) the period, not exceeding 1 month, if at any time before an order of distribution is entered, a creditor who has failed to file his claim within the time previously limited (not more than 12 nor less than 6 months), applies therefor, for cause shown and on such terms as are equitable. Now, appellant clinging on section 5, especially on the portion which recites: "All claims for money against the decedent, arising from contract * * * must be filed within the time limited in the notice; otherwise, they are barred forever, except that they may be set forth as counterclaims in any action that the executor or administrator may bring against the claimants * * *", argues that the claim of appellee is already barred, inasmuch as he did not file his claim within the first period. We do not feel justified in pursuing so strict a construction which will not bring substantial justice to the parties, especially in a case, like this, in which the appellant himself admitted that he was really indebted in the sum claimed. The second part of section 2 should be given vigor and force. Undoubtedly, this provision has been incorporated in the Rules for some good purpose, and that purpose is to afford chance to those who, for good cause shown and for equitable reasons, before an order for distribution of the decedent's estate is entered, failed to file just claims. The appellee admittedly availed himself of the second opportunity given by the Rules, and the trial court considered his grounds meritorious. Obviously, the quoted portion of section 5, indicates that the notice referred to therein was the first notice of 6 months to 12 months, and that the expression "must be filed within the time limited in the notice," circumscribed itself upon the first notice specified in section 2, in connection with section 1, and upon the second notice which should not exceed one month, to be granted by the court for cause. In other words, if the creditor, after having been granted the opportunity as specified in the second part of section 2, still failed to file his claim, then said claim is barred forever. This must be so, because the law should not give a premium on negligence and lack of interest of the creditor. We, therefore, conclude that the expression "must be filed within the time limited in the notice", refers likewise to the ex-

tended time granted to the creditor, in accordance with section 2. Inasmuch as the appellee filed his claim within the extended period given by the trial court whose discretion in this case has been duly exercised, we hold that no error was committed by it, in applying the provisions of section 2, of the oft-repeated Rule 87.

It is alleged that the trial court erred in having granted a hearing of the claim on the strength of an *ex parte* petition filed by appellee's counsel, of which neither the administratrix nor her counsel was notified, thereby depriving the appellant of her day in court, and disposing of her property without due process of law, as she had not been given a chance to answer. It is not true, as alleged, that appellant had not answered the motion. The pleading styled "Opposition dated October 6, 1941," was an answer, for it did not only set up the defense that the claim was already barred by the Rules of Court (a sort of prescription which should be alleged in the answer), but also denied the allegation in the motion that the Administratrix or one of her children made promises to have the claim settled extrajudicially. To all intents and purposes, the appellant in filing the opposition, was answering the motion of the claimant in accordance with the provisions of section 10 of Rule 87. The repeated motions for reconsideration presented by the appellant, were merely a reiteration of her principal grievance that she had not been given a day in court. The order of the trial court issued on March 13, 1944, recites:

"Counsel for the Administratrix has filed a motion under date of March 2, 1944, praying for the reasons therein stated, that the orders of this court dated January 26 and February 12, 1944, be set aside and the hearing of the claim of Silvestre Javier be reset, giving notice of the hearing to said counsel.

"It appearing that the Administratrix has been duly notified of the hearing of the claim of Silvestre Javier set for February 7, 1944, and the order of the court of February 12, 1944, approving the claim is supported by evidence, the court denies the motion for reconsideration." (Page 10, Rec. on Appeal; italics ours.)

So that, when on March 2, 1944, the motion for reconsideration of the order of January 26, 1944, and the order of February 12, 1944 (p. 8, Record on Appeal), was presented, the said order of January 26, 1944, was already final. And from March 13, 1944, when the motion for reconsideration dated March 2, 1944 was denied, appellant had not done anything on the case until March 13, 1946 (a period of two years), when she filed a motion for reconsideration of an order of the court dated February 11, 1946, whereby the administratrix was ordered "for the second time" to pay the claimant within 15 days from notice thereof. When the motion for reconsideration of March 13, 1946 was presented, the order of the court dated February 12,

1944 had long become final; so that both orders of January 26, 1944 and February 12, 1944, are now definite and executory. Of course, counsel for appellant avers that it was only two days before March 2, 1944, when the Administratrix delivered to him two orders of the court, issued on January 26, 1944 and February 7, 1944, and that he had not received notice of the other orders. It is, however, superfluous to state here that notice to a party is a notice to his counsel, and that if a party is not alert enough to communicate to his counsel the judicial processes he receives, he should blame no one for such attitude. Moreover, the court categorically stated in its aforequoted order that "the administratrix has been *duly* notified of the hearing of the claim" and that the clerk of court certified that a copy of the order dated March 13, 1944 was duly sent to "Atty. Lorenzo G. Valentin, 3/15/44" (p. 11, Rec. on Appeal) for appellant. The presumptions of regularity in the service of judicial notices, the receipts thereof by the parties in the ordinary course of court business, and the correctness of statements made in judicial orders, militate in favor of the trial court. We are, therefore, of the opinion that appellant was not deprived of her day in court or denied the due process of law.

Appellant finally argues that the order for the payment of 12% interest and the sum of P50 as attorney's fees, is not justified by the terms of the contract, inasmuch as the corresponding papers and documents from the claimant had not as yet been delivered to the appellant. Aside from the fact that Exhibit A, contract of service, calls only for the delivery of plans and not of other papers or document as alleged, it was not also shown by the appellant that said plans had not been delivered. Moreover, this defense is not alleged in the Opposition-Answer. Exhibit A provides that in case the collection will be done through court proceeding, because of the failure and refusal to pay what is due the claimant, interest and attorney's fee should be paid. We can not dispense substantial justice, if we indulge, in twilight distinctions, as to whether this claim was brought to court, because it is the legal duty of the creditor to do so or because the debtor refused or failed to pay. The cold fact remains, and the appellant does not deny it, that the amount claimed is really an obligation of the decedent. Based on the facts surrounding this particular case and the attitude of the appellant, we can not escape the conclusion that the said appellant, not only failed, but also refuse to pay a just obligation of the intestate, through technical subterfuges. The appellee should not now be deprived of what is lawfully due him, after rendering services which had greatly benefitted the appellant. This is not a square deal.

The judgment appealed from, being in accordance with the facts on record and the law, is hereby affirmed, with costs against the appellant. So ordered.

Labrador and Barrios, JJ., concur.

Judgment affirmed.

[No. 2410-R. June 27, 1949]

EUGENIA OBLIOSCA, plaintiff and appellee, vs. CRISANTO OBLIOSCA ET AL., defendants and appellants

1. HUSBAND AND WIFE; CONJUGAL PROPERTY; DEATH OF ONE OF THE SPOUSES; EFFECT UPON THE PROPERTY AND THE RIGHTS OF THE SURVIVING SPOUSE.—It is elementary that upon the death of one of the spouses the conjugal partnership terminates, and the power of the husband to administer and to dispose of the conjugal property ceases. Thereafter the conjugal properties remain as a fund to be primarily applied to the payment of obligations of the partnership, if any, and of the capital of the spouses; and until those obligations are liquidated and paid and the profits of the partnership determined and adjudicated, the surviving spouse, like the heirs of the deceased, only possesses “an inchoate interest, a mere expectancy, that only ripens into title when upon liquidation and settlement, there appear to be assets of the community.” (Cf. *Nable Jose vs. Nable Jose*, 41 Phil., 768; *Manuel and Laxamana vs. Lozano*, 41 Phil., 885). Even the right of the surviving husband to possession as *ex officio* administrator and liquidator of the partnership, was taken away by Act 3176. The necessary consequence of this rule is that while the husband, during the lifetime of his wife, may dispose of the conjugal property within the limitations prescribed by articles 1412 to 1416 of the Civil Code, upon the death of his wife he can not dispose of any of the conjugal properties until the result of the liquidation is known. (9 *Manresa*, 4th Ed. p. 582.)
2. ID.; ID.; DONATION OF COMMUNITY PROPERTY BY SPOUSE IN FAVOR OF COMMON CHILDREN, WHEN ALLOWABLE.—Even during the existence of the conjugal partnership the donation in question would have been in contravention of law, since under article 1415 of the Civil Code, in relation to article 1409 thereof, the husband can only donate community property to the common children exclusively for their employment or profession (“solamente para su colocación o carrera”), which is not the case here.
3. ID.; ID.; UNLAWFUL DONATION OF COMMUNITY PROPERTY; BAELO vs. VILLANUEVA CASE INAPPLICABLE IN CASE AT BAR.—The doctrine in the case of *Baello vs. Villanueva*, 54 Phil., 213, where the Supreme Court held that even if the husband should make an unlawful donation of community property, the wife may not have the same set aside until the liquidation of the partnership shows that the wife would be prejudiced unless the donation is annulled, is limited to donations made by the husband as administrator of the conjugal partnership and during the existence of the latter; but the rule cannot apply to donations of community property made by the husband after the death of his wife, as in the case at bar, because the husband thereupon ceases to administer a conjugal property that is no

longer in existence, and articles 1412 to 1416 can no longer apply.

4. **ID.; ID.; TERMINATION AND LIQUIDATION OF CONJUGAL PARTNERSHIP.**—During the marriage, the conjugal partnership is a going concern which cannot be terminated and liquidated except in the cases specifically provided by law; hence, proceedings between husband and wife for the annulment of the husband's acts must necessarily be deferred, in order not to disturb the management of the husband and the unity in the administration of the family as a social and economic unit. But these considerations cease to operate when the conjugal partnership terminates; there is then no reason for delaying the liquidation or the ascertainment of the share of the coparticipants in the conjugal assets, and the unlawful dispositions by the husband to not acquire any temporary validity, since none is required.
5. **ID.; ID.; DONATION INVOLVING CONJUGAL PROPERTY INEFFECTIVE UNTIL AFTER LIQUIDATION THEREOF.**—Because the husband may dispose *by will* of his half of the “gananciales”, does not necessarily mean that he can donate the same. While no one may give or receive any donation more than what he can give or receive by will (art. 636) it does not logically follow that he may give by donation *intervivos* whatever he can bequeath by testament. We can not lose sight of the essential difference between the two acts, donation being immediately effective, but testamentary dispositions remaining inoperative until after death. Thus, the testator is authorized to dispose by legacy of property belonging to another (Art. 861) but it has never been held that he can validly do so by donation *inter vivos*. Even if the land in question, therefore, were regarded as conjugal property, the surviving husband could not donate it exclusively to his daughter in 1938, and such donation could only be operative as a gift of the donor's expectant interest therein. Until the liquidation of the conjugal partnership demonstrates the extent of such interest the said donation is ineffective upon the specific property described therein, and appellee may not exclude her brothers and sisters therefrom.

APPEAL from a judgment of the Court of First Instance of Misamis Oriental. Belmonte, J.

The facts are stated in the opinion of the court.

Ernesto V. Chaves and Tañada, Pelaez & Teehankee for appellants.

Marcelo S. Valdehuez for appellee.

REYES, J. B. L., J.:

Eugenia Obliosca instituted this action against her brothers and brothers-in-law, Crisanto Obliosca, Candido Labial, Matias Rances and Santiago Obliosca, for the purpose of recovering possession and ownership of a parcel of land in Cabulawan, Lagonglong, Balingasag, Misamis Oriental, with its improvements. She claimed title through a donation from her father Hilario Obliosca, and alleged that said defendants unlawfully took possession since July 9, 1946.

The defendants answered that the land in question was the paraphernal property of Claudia Adajar, wife of the deceased Hilario Obliosca; that the land had been parti-

tioned among the children of the first marriage with the knowledge and consent of the plaintiff; and that the donation of the land in question made in 1938 by Hilario Obliosca in favor of the plaintiff was null and void.

The parties are agreed that on the 10th of September, 1938, Hilario Obliosca, father of both the plaintiff and the defendant executed a public deed of donation *inter vivos* of the controverted property in favor of his daughter, plaintiff Eugenia Obliosca, who duly accepted the same (Exhibit A); that at the time, Hilario Obliosca was already a widower, having lost his wife Claudia Adajar, in 1916; that on April 26, 1941, Hilario Obliosca, the father, being then 105 years old, by virtue of a deed (Exhibit 2, 2a) partitioned a parcel of coconut land (of which the one now in controversy forms a part) among his children, Santiago, Rafaela, Eugenia, Melecio, and Crisanto, all surnamed Obliosca, and Matias Rances, husband of Rafaela Obliosca; but plaintiff and appellee, Eugenia Obliosca, refused to agree thereto, apparently relying on the previous donation executed by her father.

At the trial, the plaintiff, Eugenia Obliosca and her son, Wilson Obliosca, testified that on July 9, 1946, the defendants, cooperating with each other, unlawfully took possession of and fenced the parcel of land donated to her, thus depriving her of its possession and fruits, consisting of coconuts, buri, and bamboos to the estimated value of ₱600; denied that the land was the paraphernal property of her mother, Claudia Adajar, and asserted that it was conjugal property, having been acquired by purchase by her father from one Ruperto whose surname she did not remember. Eugenia claimed to be in possession of the deed of sale in favor of her father, but failed to produce the same in evidence.

On the part of the defendants it was testified that the property in question was part and parcel of a larger tract of land inherited by their common mother, Claudia Adajar, from her own father Romano Adajar, and that as a matter of fact the abutting properties belonged to Claudia's brothers and sisters and their descendants; that the children of Hilario Obliosca and Claudia Adajar, upon the death of the latter on July 23, 1916, verbally partitioned the disputed land among themselves, assigning a share to each, with the exception of their sister Francisca Obliosca, who was given a bigger share in another property near the seashore; and that on April 26, 1941 a formal deed of partition was executed (Exhibit 2, 2a) allotting a share to each as shown on the sketch marked in the records as Exhibit 3.

The trial court held that the evidence was insufficient to overcome the legal presumption that the land is conjugal property; that as conjugal property one undivided half be

longed to Hilario Obliosca, of which he could properly dispose. The court further held that defendants not having asked for reduction of the donation and not having proved that it was inofficious, it is to be presumed that the land donated did not exceed the portion of free disposal and the share of the plaintiff Eugenia Obliosca in the strict legitimate; and that the deed of partition, Exhibit 2, could not operate to revoke the donation *inter vivos* made previously in favor of Eugenia Obliosca. As a result, it ordered the defendants to restore the possession of the land to the plaintiff and pay her the amount of ₱600 as damages and costs.

From this decision the defendants appealed, alleging that the lower court was mistaken in holding that the land in dispute is conjugal property instead of paraphernal; and that even if it were conjugal in character, the lower court erred in holding that Hilario Obliosca could dispose of this property.

Of the two main issues raised in this appeal, that concerning the character of the land in question, whether conjugal or paraphernal, is purely secondary. As we view the case, whether it is conjugal or paraphernal would not make any difference, for in either case, the donation in favor of Eugenia Obliosca can not stand. If the land in question is paraphernal then undoubtedly the father, Hilario Obliosca, could not presume to donate the same; if, on the other hand, the land was conjugal in character, the donation would be equally void, because the conjugal partnership terminated with the death of Claudia Adajar in 1916, and the surviving widower Hilario Obliosca thereafter had no power to dispose of said land until and unless the liquidation of the partnership should have resulted in adjudicating to him the land in controversy.

It is elementary that upon the death of one of the spouses the conjugal partnership terminates, and the power of the husband to administer and to dispose of the conjugal property ceases. Thereafter the conjugal properties remain as a fund to be primarily applied to the payment of obligations of that partnership, if any, and of the capital of the spouses; and until those obligations are liquidated and paid and the profits of the partnership determined and adjudicated, the surviving spouse, like the heirs of the deceased, only possesses "an inchoate interest, a mere expectancy, that only ripens into title when upon liquidation and settlement, there appear to be assets of the community." (Cf. *Nable Jose vs. Nable Jose*, 41 Phil., 768; *Manuel and Laxamana vs. Lorenzo*, 41 Phil., 865). Even the right of the surviving husband to possession, as *ex officio* administrator and liquidator of the partnership, was taken away by Act No. 3176.

The necessary consequence of this rule is that while the husband, Hilario Obliosca, during the lifetime of his

wife, may dispose of the conjugal property within the limitation prescribed by articles 1412 to 1416 of the Civil Code, upon the death of his wife he can not dispose of any of the conjugal properties until the result of the liquidation is known.

The present case has not shown that the liquidation of the conjugal partnership Obliosca-Adajar has been made; consequently, the donation in favor of the plaintiff must be understood as limited only to the contingent share or interest of the husband in the particular property involved, but does not extend to the *corpus* of the property.

The eminent commentator, Manresa, has repeatedly insisted on this rule as follows:

“Deja el marido de ser el administrador de los bienes ganados en la comunidad, y aun con mayor motivo pierde el derecho de disponer de ellos a título oneroso, y el de obligarlos, porque ya no es el jefe de una sociedad que ha dejado de existir, es sólo un socio pendiente del resultado de la liquidación que debe verificarse, y que sólo puede alegar derecho a la parte determinada que le corresponda en la división.

* * * * *

“No cabe a título de condominio que cada cónyuge, o por una parte el que de ellos sobreviva, y por otra los herederos del premuerto, disponga de una mitad de los bienes que por su adquisición tienen la cualidad de comunes o gananciales, a menos de proceder de mutuo acuerdo cuantos interesados existan, porque en la laboriosa liquidación que debe practicarse, se ignora si habrá en definitiva ganancias, ni qué parte de ellas en su caso podrá corresponder al enajenante, ni mucho menos en qué bienes determinados se llevará a efecto la adjudicación.” (9 Manresa, 4th Ed., p. 582).

“Disuelta la sociedad conjugal, cada uno de los cónyuges en caso de separación de bienes o de nulidad del matrimonio, o el que de ellos sobreviva en caso de disolución por muerte, sólo pueden disponer de los bienes adquiridos para dicha sociedad durante el matrimonio, cuando se practique la correspondiente liquidación y se sepa si existen o no ganancias. Así se deduce de los artículos 1.424, 1.426 y 1.428 del Código y de las sentencias del Tribunal Supremo de 14 de Octubre de 1865, 4 de Marzo de 1867, 29 de Diciembre de 1873, 8 de Enero de 1878, 23 de Abril de 1882 y 28 de Junio de 1886. La Dirección General de los Registros reconoce lo mismo en las Resoluciones de 11 de Febrero de 1889, 5 de Abril de 1893, 19 de Octubre de 1900, 10 de Agosto de 1902 y 7 de Junio de 1894, separándose de la doctrina que venía sosteniendo en las de 8 de Enero de 1878 y 1.º de Octubre de 1884, según las cuales el viudo podría disponer de la mitad proindiviso de los bienes adquiridos por título oneroso durante la sociedad conjugal.

“Las Resoluciones posteriores de la Dirección repiten siempre la misma doctrina.

* * * * *

“Si bien las Resoluciones de 8 de Enero de 1878 y 1.º de Octubre de 1884 declararon que podía inscribirse la enajenación hecha por un viudo de bienes que había adquirido por título oneroso, siendo casado, aunque limitando la inscripción a la mitad de los mismos, sin hacerse previamente la liquidación de la sociedad conyugal, posteriormente, y teniendo en cuenta los artículos 1.421 al 1.424 del Código civil, tienen declarado lo contrario, entre otras, las de 29 de Abril de 1902, 22 de Septiembre de 1904 y 14 de Abril de 1905. (Resolución de 26 de Julio de 1907.)

"Al concluir la sociedad de gananciales con la disolución del matrimonio cesan las facultades que al marido correspondían para enajenar bienes de la misma, si bien puede hacerlo en unión de los herederos de su esposa, representado todos la integridad de los derechos perteneciente a una sociedad en liquidación. (Resolución de 9 de Enero de 1915.) (*Supra*, Pages 621-622).

"Según la doctrina de los artículos 1.428 y 1.430 del Código Civil, dice la Resolución de 19 de Octubre de 1900, el viudo y los hijos o herederos del cónyuge difunto están privados de la libre disposición de los bienes gananciales mientras se practica la liquidación del caudal inventariado y hasta que se entregue a cada uno su haber debiendo observarse, en caso de enajenación, los preceptos consignados en la sección quinta, cap. 5.º, título 3.º, libro 3.º del mismo Código." (*Supra*, pag. 623).

The lower court was therefore in error in holding that Hilario Obliosca could donate an undivided half of this particular property to the plaintiff in the absence of any liquidation, since it is not known whether, after the liquidation, this property may not have to be disposed of for the discharge of the obligations of the conjugal partnership formerly existing between Hilario Obliosca and his wife.

It might be here observed that even during the existence of the conjugal partnership the donation, Exhibit A, would have been in contravention of law, since under article 1415 of the Civil Code, in relation to article 1409 thereof, the husband can only donate community property to the common children *exclusively for their employment or profession* ("solamente para su colocación ó carrera"), which is not the case here.

We are not unmindful of the case of *Baello vs. Villanueva*, 54 Phil., 213, where the Supreme Court held that even if the husband should make an unlawful donation of community property, the wife may not have the same set aside until the liquidation of the partnership shows that the wife would be prejudiced unless the donation is annulled. Such doctrine is limited to donations made by the husband as administrator of the conjugal partnership and during the existence of the latter; but the rule cannot apply to donations of community property made by the husband after the death of his wife, because as previously pointed out, the husband thereupon ceases to administer a conjugal property that is no longer in existence, and articles 1412 to 1416 can no longer apply.

During the marriage, the conjugal partnership is a going concern which cannot be terminated and liquidated except in the cases specifically proved by law; hence, proceedings between husband and wife for the annulment of the husband's acts must necessarily be deferred, in order not to disturb the management of the husband and the unity in the administration of the family as a social and economic unit. But these considerations cease to operate when the conjugal partnership terminates; there is then no reason for delaying the liquidation or the ascertainment of the

share of the coparticipants in the conjugal assets, and the unlawful disposition by the husband do not acquire any temporary validity, since none is required.

The trial court appears to have been misled by articles 1414 and 636 of the Civil Code, cited in its decision. Because the husband may dispose *by will* of his half of the "gananciales," does not necessarily mean that he can donate the same. While no one may give or receive by donation more than what he can give or receive by will (art. 636) it does not logically follow that he may give by donation *inter vivos* whatever he can bequeath by testament. We can not lose sight of the essential difference between the two acts, donations being immediately effective, but testamentary dispositions remaining inoperative until after death. Thus, the testator is authorized to dispose by legacy of property belonging to another (art. 861) but it has never been held that he can validly do so by donation *inter vivos*.

Even if the land in question, therefore, were regarded as conjugal property, Hilario Obliosca could not donate it exclusively to his daughter Eugenia in 1938, and such donation could only be operative as a gift of the donor's expectant interest therein. Until the liquidation of the conjugal partnership demonstrates the extent of such interest, the donation, Exhibit A, is ineffective upon the specific property described therein, and appellee Eugenia Obliosca may not exclude her brothers and sisters therefrom.

The lower court was likewise in error in holding that the preponderance of evidence was in favor of the conjugal character of the property in dispute. It must be remembered that the presumption in favor of the community established by article 1407 of the Civil Code does not apply with the same strictness in cases where no third persons appear involved, as when the interest of partnership creditors is at play.

That oral evidence may serve to rebut the presumption of article 1407 is now settled (*Casiano vs. Samaniego*, 30 Phil., 135; *Gonzales vs. Miller*, 40 Off. Gaz., 6th Suppl., p. 41). Not only do we have here the testimony of Rafaela Obliosca, sister of both plaintiff and defendants, who disclaims any participation in the disputed property, and that of Candido Labial, an adjoining owner who had no interest in the land in question, besides the solemn assertion of the defendants that the same is part and parcel of the land inherited by their mother Claudia from their grandfather Romano Adajar; but this contention is supported by the uncontradicted evidence that the parcel in dispute is surrounded by lands that belonged originally to the sisters and brothers of Claudia Adajar. On the east and on the west, it is bounded by the lands owned by Fortunata Adajar,

daughter of Poylo Adajar, brother of Claudia; while on south, the land in issue abuts on property of Pantaleon Jomok, successor to Silvicia Adajar, sister of Claudia Adajar.

The probability therefore, is that the land in question and the bounding properties originally formed one tract of land belonging to the Adajars and descended from a common ancestor. Finally, it is highly significant that Eugenia Obliosca failed to produce, in direct evidence or in rebuttal, the deed evidencing the alleged acquisition of the land in question by her father, Hilario Obliosca, from one Ruperto, and which would have established its ganancial character. Eugenia Obliosca testified that she had this document in her possession and its non production is indicative of the falsity of such claim.

The fact that in the 1940 deed of partition it was stated that the land belonged to Hilario Obliosca is of no moment. Eugenia was not misled thereby, nor was she induced to rely upon it; and as to defendants, it is practically certain that they gave it no attention or importance, since the land was anyway being distributed among them. Besides, in our rural districts, children usually do not dispute the possession or title asserted by an aged father; traditionally, family ties and respect compel them to subordinate any slight injury in their finances to the reverence due to their elders.

Wherefore, without prejudice to the liquidation of the conjugal partnership Obliosca-Adajar, or to appellee's share in the estate of her mother Claudia, the appealed judgment is reversed and the complaint ordered dismissed, with costs against the plaintiff and appellee.

Gutierrez David and Borromeo, JJ., concur.

Judgment reversed.

[No. 3010-R. June 27, 1949]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
SEGUNDO GUTIERREZ, defendant and appellant

1. CRIMINAL LAW; SERIOUS PHYSICAL INJURIES (WITH DEFORMITY; EVIDENCE; RULE OF "RES INTER ALIOS"; TESTIMONY BY WAY OF DIRECT EVIDENCE OF CONSPIRATOR, ADMISSIBLE.—Section 12, Rule 123 of the Rules of Court has a well-settled meaning in jurisprudence. It is one of the exceptions to the "res inter alios" rule. It refers to an extrajudicial declaration of a conspirator, not to his testimony by way of direct evidence." (*Gardiner vs. Hon. Magsalin et al.*, G. R. No. 43185, Aug. 18, 1941.) The conspirator's declaration in the present case not being extrajudicial, but was given by way of direct evidence in court, the rule just cited did not disqualify the conspirator to testify.
2. ID.; ID.; ID.; QUANTUM OF PROOF OF CONSPIRACY REQUIRED FOR ADMISSION OF DECLARATION OF CONSPIRATOR.—"Prima facie proof of the existence of the conspiracy is sufficient to let in evidence of the acts or declarations of a co-conspirator, and indeed

there is authority for the view that slight evidence of conspiracy is sufficient." (I Francisco's Criminal Evidence, 410.)

APPEAL from a judgment of the Court of First Instance of Batanes. Ranjo, J.

The facts are stated in the opinion of the court.

Salvador C. Reyes for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Antonio A. Torres*, for appellee.

PAREDES, J.:

This is an appeal taken by Segundo Gutierrez from a judgment, finding him guilty of serious physical injuries and sentencing him to suffer an indeterminate penalty ranging from one (1) year and eight (8) months to four (4) years, nine (9) months and ten (10) days of *prisión correccional*, to indemnify the offended party Filemon Castillejos in the amount of ₱408.50, with subsidiary imprisonment in case of insolvency, and to pay 1/8 of the costs. The proceedings started on May 8, 1939, when a criminal complaint for serious physical injuries was filed against Segundo Gutierrez John Doe et al. in the justice of the peace court of Itbayat, Province of Batanes. On May 17, 1943, an amended information for serious physical injuries under article 263, subsec. 3, Revised Penal Code, was presented by the provincial fiscal in the Court of First Instance of Batanes against Segundo Gutierrez, Agustin Gonzales, Jose Ibañez, Clemente Niño, Juan Gato, Jose Ponce, Leoncio Naquita and Pablo Gonzales. On motion of defense counsel, and in view of the fact that the provincial fiscal, prior to his appointment as such, was the attorney for the defendants, the said official was declared disqualified to act in the case, and the trial court designated Atty. Fernando A. Pascua, Captain of the P. C., to act as prosecutor. Upon motion of the prosecution, on May 24, 1943, and for insufficiency of evidence, the court dismissed the case as regards Jose Ponce, Leoncio Naquita, and Pablo Gonzales. On the same date also, upon motion of the prosecution, the court dismissed the case as regards Clemente Niño in order that he might be utilized as a state witness. (Sec. 9, Rule 115.) On May 25, 1948, the defendants Juan Gato, Agustin Gonzales and Jose Ibañez pleaded guilty to the charge and were sentenced each to an indeterminate penalty ranging from three (months) and eleven (11) days of *arresto mayor* to one (1) year, eight (8) months and one (1) day of *prisión correccional*, to indemnify the offended party jointly and severally in the sum of ₱408.50, with subsidiary imprisonment in case of insolvency, and to pay 3/8 of the costs. The accused was, therefore, left alone to face trial.

Appellant alleged the following errors as having been committed by the trial court: (1) In holding him guilty of serious physical injuries with deformity under subsection

3, article 263, of the Revised Penal Code; (2) In discrediting the defense of *alibi* interposed by him; (3) In denying his motion to quash the information, and (4) In sentencing him to suffer the penalty heretofore mentioned.

Filemon Castillejos was during the years 1938 and 1939, a foreman of the Bureau of Public Works, in Itbayat, Batanes, having under him, as timekeeper, the appellant Segundo Gutierrez. Castillejos incurred the enmity of the appellant whom he had scolded several times for leaving his work before the designated time. About midnight of May 3, 1939, Castillejos left the house of one Francisco Balanova in the barrio of Raile, Itbayat, bound for Mangayen. On his way, he noticed moving objects near a tree. As he stopped to find out what it was, a flash light was focused on his face. He advanced forward, shading his eyes with his hands and exclaimed: "What is this?" Someone approached him and shouted "Anong gusto mo." Castillejos recognized the voice to be that of Gutierrez who at that moment was accompanied by others not recognized by him, but were all provided with wooden clubs. After shouting "Anong gusto mo," appellant struck Castillejos with a club, breaking his left forefinger, when he parried the blow. His companions followed, and they did not stop clubbing him until he became unconscious. Five persons participated in the attack, to wit: the appellant Gutierrez, Agustin Gonzales, Juan Gato, Jose Ibañez and Clemente Niño. It also appears that after having illtreated the offended party, they cut a small portion of the lobe of his right ear and left him alone by the roadside. When he regained consciousness, Castillejos found himself again in Balanova's house. First aid was given him by a nurse, but for adequate treatment he had to come to the Philippine General Hospital, Manila, where he stayed for 59 days, paying ₱2.50 a day. As he could not walk well, once out of the hospital, Castillejos had to submit to a massage treatment under Kirocha, a Japanese subject. He was able to resume his work 15 days after his return to Basco in September, 1939, where his wages for the entire period of his disability, was paid by the Government. His total expenses in connection with his illness amounted to ₱408.50. With respect to the injuries, it also appears that Castillejos received permanent marks in the form of a segmented right ear lobe, an elongated scar on the top of his head and assorted scars on the right biceps, on the back of the right hand, on the left leg and in sundry other parts of his body. These facts were sufficiently established by the testimony of Jose Ponce, Clemente Niño, and the offended party himself.

The defense tells the following story:

At about 6 o'clock on the evening in question, Gutierrez went to visit his sister who was living in the house

of Octaviano de Sagun, at Itbayat. At about 9 o'clock that evening, one Osmundo Ponce went to see Gutierrez in the latter's house for the purpose of talking over a construction project, but not finding him there, and having been informed that he was in the house of Octaviano, Osmundo went to the house of Octaviano where he in effect found Gutierrez. Osmundo stated that from the time he saw Gutierrez in his house until 6 o'clock the following morning of May 4, 1939, he and Gutierrez remained therein, to talk about the said construction job, discussing such matters as lime, stone, roofing, rattan, nails, etc., and that among those present during the conversation were Octaviano and his wife, Jose Alcazar and Josefa Gutierrez, sister of appellant. Canon Balanova declared that about midnight of May 3, 1939, he was awakened by a voice calling "concejal, concejal", and as he opened the door of his house, he saw Castillejos about 5 meters therefrom lying on the ground, and that four other persons were running away, but Gutierrez was not among them. In other words, appellant disavows completely any participation in the alleged offense.

1. The defense submits the insufficiency of the evidence to warrant appellant's conviction. It is alleged that the testimony of Jose Ponce who was originally included among the eight accused, but dismissed due to insufficiency of evidence, is not admissible. Ponce testified that on May 4, 1939, the appellant came to him and recriminated him for having failed to take part in the attack of the offended party the night before. Ponce testified "On May 4, 1949, in the morning, Segundo Gutierrez came to me and scolded me for having failed to join when he requested me to attack Filemon Castillejos". * * * "He told me that he succeeded in his plan to attack Filemon Castillejos and he told me that it was one Agustin Gonzales who cut the ear of Filemon." (t. s. n., pp. 3, 4.) Appellant argues that Ponce, being a co-conspirator, his testimony is not admissible, because the same, according to him, comes within the purview of the rule which provides that "The act or declaration of a conspirator relating to the conspiracy and during its existence, may be given in evidence against the co-conspirator after the conspiracy is shown by evidence other than such act or declaration." (Sec. 12, Rule 123.) This objection is not well-taken. The Supreme Court, interpreting this section, declared: "This rule has a well-settled meaning in jurisprudence, but apparently the respondents completely missed it. It is one of the exceptions to the *res inter alios* rule. It refers to an extrajudicial declaration of a conspirator, not to his testimony by way of direct evidence." (*Gardiner vs. Hon. Magsalin et al.*, G. R. No. 43185, Aug. 18, 1941.) Ponce's declaration, not being extrajudicial, but was given by way of direct

evidence in court, the rule just cited did not disqualify Ponce to testify. And, in this connection, we find no reason, and the appellant did not adduce any, why Ponce's testimony should not be given full credence.

Clemente Niño declared:

"Q. Knowing the attack of Filemon Castillejos, will you relate to the Court what happened?—A. As regards the attack we were invited by Segundo Gutierrez.

"Q. Who were the persons invited?—A. Agustin Gonzales, Jose Ibañez, Juan Gato, Ponce and myself. (t. s. n., p. 6.)

"Q. When you saw him, what did you do?—A. He instructed me to flash at him, and, as I flashed my light towards Filemon Castillejos, Segundo Gutierrez went towards him.

"Q. As soon as he ran away, what did you do?—A. As we overtook him, my companions struck him.

"Q. With what did they strike him?—A. With wooden clubs.

"Q. Where did you get those clubs?—A. From the house of Segundo Gutierrez.

"Q. Who hit him?—A. Segundo Gutierrez, Agustin Gonzales, Juan Gato and Jose Ibañez.

"Q. After hitting him, what happened?—A. Filemon Castillejos was flat on the ground." (t. s. n., p. 7.)

"Q. Where were his wounds, as you said?—A. The ears, the hands, and in some other parts of the body.

"Q. What happened with the ears?—A. The removed part of the right ear." (t. s. n., p. 8.)

"Q. Do you know why the attack was made?—A. According to Segundo Gutierrez, they had bad-feeling toward each other due to labor." (t. s. n., p. 9.)

Because the above testimony of witness Niño rings with truth, appellant again, as in the case of Ponce, contends that same is inadmissible under the same Rule. The principle of law announced in the Gardiner case, *supra*, is also the best answer. Moreover, Niño first stated that on May 3, 1939, Castillejos was assaulted in the barrio of Raile by Gutierrez, Gonzales (A), Gato and Ibañez, from which we may deduce that there was a previous plan or conspiracy to assault the offended party, and which was carried out in complete unison. And then Niño went on to state that the attack was made upon instigation of the appellant who had planned it all and assigned to him the task of focusing his flash light on the victim while his companions clubbed him. With this evidence, a *prima facie* case of conspiracy exists. "Prima facie proof of the existence of the conspiracy is sufficient to let in evidence of the acts or declarations of a co-conspirator, and indeed there is authority for the view that slight evidence of conspiracy is sufficient." (I Francisco's Criminal Evidence, 410.)

Emphasis is stressed upon some contradictions in Niño's two affidavits and of his conviction for theft of large cattle. It is true that in his affidavit (Exhibit I-A) executed on November 15, 1939, before the justice of the peace of Itbayat, he stated that a total of 8 persons assaulted Castillejos, whereas in a subsequent affidavit (Exhibit 2) made

on May 12, 1948, he declared that only five persons had participated in the assault, but such contradiction is more apparent than real, for he clarified the matter, by stating that the 8 names mentioned in said Exhibit 1-A were those mentioned to him by the appellant, but during the attack only five had actually participated. In fact, Ponce testified that he had been recriminated by the appellant for having failed to participate in the ambush. We have carefully read the testimony of Niño, and notwithstanding his conviction of theft, we still believe that he had substantially told the truth.

Castellejos' testimony is impugned, because he merely made his identification of the appellant through the latter's voice. Taking into account that Castillejos and the appellant were closely associated in their work, there can be no doubt that he knew appellant's voice well enough to be able to identify him, through this means, especially when appellant shouted at him "Anong gusto mo". (U. S. *vs.* Manabat, 7 Phil., 209.) It has been well said that a person's voice is about the best index of his identity. But appellant was identified, not through his voice alone. Castillejos said:

"Q. How do you know that it was Gutierrez and company who attacked you?

A. I recognized personally Segundo Gutierrez, but not his other companions.

* * * * *

A. * * *—And I noticed that he was not alone but had companions who were armed with wooden clubs and instantly Segundo Gutierrez struck me causing my left forefinger to be broken." (t. s. n., p. 15.)

A. * * *—And I recognized Segundo Gutierrez because we were near each other already.

* * * * *

A. Because they could not put me down, I heard Segundo Gutierrez ordered his companions: 'Kill him.' And immediately I felt two persons hold my back." (t. s. n., p. 15.)

A. The truth is that I recognized him on that night.

"Q. Are you sure he was Segundo Gutierrez?—A. Yes, sir.

"Q. Do you remember again how far were you from him when you saw him?—A. At a distance of one meter when he first struck me. And when we were wrestling each other I recognized him already because there was light and I know his person." (t. s. n., p. 48.)

This testimony, coupled with the fact that the appellant had motive to wreak vengeance upon the offended party for alleged abuses of the latter and that a victim of a criminal assault usually strives to know the identity of his aggressor, gives no room for doubt that appellant was fully identified by the witnesses for the prosecution. The fact that on May 15, 1948, appellant called on Castillejos in an effort to settle this case amicably, by offering the sum of ₱800 which was turned down by the offended

party, "constitutes a strong indication and an implied admission of guilt." (People *vs.* Sope et al., 42 Off. Gaz., No. 8, p. 1811, Jan. 31, 1946.)

Under the weight of the above evidence, the appellant's *alibi* collapses. Appellant's story about his unusual visit that night to Octaviano and his conference with Osmundo, the alleged contractor, is hard to believe. It is out of the ordinary that one should discuss such matters as the building of a house in the dead of the night until the following morning with another person, especially at the home of a stranger, as if they were racing with time because of the magnitude and urgency of the project, which is not the case in the present controversy, because the house to be constructed was merely 6 x 4 with cogon grass roofing. Osmundo's corroborative testimony has no value at all. He admits that he was merely "schooled to know only May 3," the date of the alleged conference. (t. s. n., 40.) It is significant to note that the defense did not present Octaviano or any of the inmates of the said house, it appearing that said Octaviano, his wife, Josefa Gutierrez and one Alcaras were in the house that night. (t. s. n., 38.)

The third assignment of error refers to the denial by the trial court of appellant's motion to quash, based on the ground that the information was not signed by the fiscal. The amended information filed on May 17, 1943 was duly signed by the provincial fiscal Juan B. Castillo. On motion, however, of the defense counsel to disqualify said provincial fiscal because the latter was formerly the attorney for the accused, the trial court designated Capt. Fernando Pascua, a practising attorney, to act as prosecutor, which designation was duly confirmed by the Secretary of Justice in a telegram sent to the Judge, Court of First Instance of Batanes. This being the fact, and it appearing that appellant was not in any manner prejudiced because another information was not presented by the acting provincial fiscal, who actually conducted the prosecution, the present information sufficiently complies with the provisions of section 3 of Rule 106. Courts should not indulge in twilight technicalities, when the omission is but a matter of form.

The offense committed by the appellant is that prescribed by article 263, par. 3 (physical injuries with deformity), of the Revised Penal Code, penalized with *prisión correccional*, in its minimum and medium periods. (U. S. *vs.* Judit, 2 Phil., 5; U. S. *vs.* Hontiveros, 18 Phil., 62.) And, considering the presence of the aggravating circumstances of nocturnity, because night time was purposely sought by the assailants to render the commission of the offense more effective and to conceal their identity, and of abuse of superior strength, without any mitigating cir-

cumstance to offset them, the maximum degree of the penalty prescribed should be imposed.

The court, therefore, finds the appellant Segundo Gutierrez guilty beyond reasonable doubt of the offense charged in the amended information, and sentences him to suffer an indeterminate penalty which ranges from six (6) months of *arresto mayor* to two (2) years, eleven (11) months and eleven (11) days of *prisión correccional* to indemnify the offended party Filemon Castillejos in the amount of ₱408.50, with subsidiary imprisonment in case of insolvency, and to pay one-half of the costs. So ordered.

Labrador and Barrois, JJ., concur.

Judgment modified.

[No. 3178-R. June 27, 1949]

Testate Estate of the deceased Cresenciana RODRIGUEZ;
FRANCISCO RODRIGUEZ, Jr., petitioner and appellant;
CONCEPCION RODRIGUEZ, MARIO RODRIGUEZ and MILA-
GROS RODRIGUEZ, oppositors and appellees.

1. WILLS; LOST WILL; EVIDENCE; ATTESTATION CLAUSE; DISALLOWANCE OF SUPPOSED LOST WILL DUE TO NON-COMPLIANCE WITH LEGAL REQUISITES AS TO ATTESTATION CLAUSE.—In this jurisdiction the will proper and the attestation clause must be made in strict conformity with the requirements of the law (sec. 618, C.C.P. as amended). "Where the clause fails to show on its face a full compliance with those requirements, the defect constitutes sufficient ground for disallowance of the will" (*Sañó vs. Quintana*, 48 Phil., 506; *Gamban vs. Gorecho*, 50 Phil., 30). Facts not appearing in the attesting clause cannot be proven by evidence *aliunde* (*Uy Coque vs. Sioca*, 43 Phil., 405, 409; *Quinto vs. Morata*, 54 Phil., 481). "An attestation clause which does not recite that the witnesses signed the will and each and every page thereof on the left margin in the presence of the testator, is defective, and such a defect annuls the will" (*Gamban vs. Gorecho*, *supra*). In the present case, the attestation clause of the supposed lost will, as set forth by the proponent does not recite that the witnesses signed on the left margin of the preceding four pages in the presence of the testatrix. Held: The will under consideration was not duly executed.
2. ID.; ID.; ID.; PROOF OF LOSS MUST BE STRONG AND POSITIVE.—In cases of lost will, where the proof thereof is by the recollection of the witnesses, the evidence should be strong and positive, and free from doubt. It must be clear, satisfactory and convincing, and such as to satisfy the mind of the court. (*Liberty vs. Haines*, 68 Atlantic Reporter 738.)

APPEAL from a judgment of the Court of First Instance of Quezon. Santillan, J.

The facts are stated in the opinion of the court.

Jesus P. Morfe, Mario B. Contreras and Eufemio de Mesa for appellant.

Jose S. Desembrana and Alfredo Bonus for appellees.

GUTIERREZ DAVID, J.:

On March 22, 1945, Crescenciana Rodriguez died in the municipality of Sariaya, Quezon. On January 20, 1946, her brothers and sister, Francisco Rodriguez, Jr., Soledad and Rafael Rodriguez, the last two represented by their guardian Pablo Rodriguez—for being mentally incapacitated—executed an instrument of extrajudicial partition of the properties left by her. In said extrajudicial partition, Exhibit 1, it is stated: “that Crescenciana Rodriguez is the sister of the three heirs above-named who died intestate in the municipality of Sariaya, Province of Tayabas, Philippines, leaving no debts, nor obligations, on the 22nd day of March, 1945, in the municipality of Sariaya, province of Tayabas, Philippines, as shown by her death certificate and made an integral part of this dead.”

Upon learning of said extrajudicial partition, Concepcion, Mario and Milagros, surnamed Rodriguez, filed in the Court of First Instance of Quezon an action, docketed therein as civil case No. 4664, seeking to declare null and void the aforesaid extrajudicial partition on the ground that they were not included therein, they being half-brother and half-sisters of the deceased. In the course of the hearing of said civil case No. 4664, the trial court, having been informed by the defendants in that case that one of the defenses of the latter was that the deceased Crescenciana Rodriguez had executed a last will and testament,—the original and copies of which were lost or destroyed during the burning and looting of the municipality of Sariaya, Quezon, on March 14, 1945,—suggested the filing of a petition for the probate of said lost will.

On September 22, 1947, petitioner and appellant Francisco Rodriguez, Jr. filed with the Court of First Instance of Quezon a petition seeking to probate a lost will of Crescenciana Rodriguez purported to have been executed on or about May 18, 1943, wherein she named, as universal heirs of all her properties, her brothers and sister, Francisco Rodriguez, Jr., Rafael Rodriguez and Soledad Rodriguez.

After due trial, the court below, holding that the proponent Francisco Rodriguez, Jr. and his coheirs were estopped to allege that the deceased Crescenciana Rodriguez died testate in view of their statement to the contrary contained in the extrajudicial partition, Exhibit 1; that the proponent adduced no sufficient evidence to prove the loss of the alleged will—and of the copies thereof—of the deceased Crescenciana Rodriguez; and that the proponent has failed to establish clearly and distinctly the provisions of said will by at least two credible witnesses as required by the Rules of Court, denied the petition to probate, with costs. In support of this appeal it is alleged by the petitioner and appellant that the aforesaid findings of the lower court were erroneous and contrary to law and the facts of record.

To our mind the decisive questions to be determined are whether the loss or destruction of the alleged will was sufficiently established or not and whether the due execution and the provisions of said will were clearly and distinctly proved as required by the Rules of Court (sec. 6, Rule 77).

The only proof of the alleged loss or destruction of the will in question, and its four copies, is the testimony of appellant. He said that the original and the duplicate of the will were delivered to him by his deceased sister for safekeeping and that he hid them in an iron safe but his house and the safe were burned during the liberation on March 14, 1945; that the third and fourth copies which were in the possession of the testatrix "got looted during the looting after liberation"; that the fifth copy in the hands of Atty. Teopisto B. Remo "got lost during the looting also," according to the information of said lawyer; that he discovered the loss of the original and of all the copies on or about March 24 or 25, 1945 or a week or two after the death of Cresenciana on March 22, 1945; and that when he went to see Attorney Remo to inquire for the fifth copy, the latter told him that "it must have been lost as his house got looted." One of the attesting witnesses, Mariano Rodriguez, testified that only one copy of the will was given to the appellant by the testatrix.

By the foregoing evidence it was not shown that diligent inquiry and search for the will and its copies have been made without success. There is no showing that the contents of the safe where petitioner allegedly kept the original and a duplicate of the will, were left intact or not. It seems that Attorney Remo who was supposed to possess the fifth copy was not sure whether the same was looted. He merely said that "it must have been looted." No efforts whatsoever were shown to have been made for the search of the fifth copy or of a draft of the will in the house or office of said lawyer. No satisfactory proof was adduced as to how, when and where the two copies of the will allegedly left in the possession of the testatrix were lost or destroyed. We are, therefore, in full accord with the following conclusions of the trial court:

"* * * There is no sufficient evidence with respect to the loss of the original, the duplicate, triplicate, quadruplicate and the fifth copy, which was left in the possession of Atty. Teopisto B. Remo. There is particularly no reliable and competent evidence with respect to how, when and where the last three copies were lost. Therefore, secondary evidence of the will's contents might not have been accepted by the Court and if it did otherwise, it did so for no other purpose than to see to it that justice is not frustrated. * * *

"Lastly, it is rare occurrence that a document so important to the proponent and so easy to carry should be left by him in his house. If it is true that his house was burned on March 14, 1945 and as his sister Cresenciana died of tuberculosis on March 22nd of the same year, or eight days later, he should have attempted to prepare

another will. He should have thought of this when Dr. Wenceslao Rodriguez died on February 1, 1945, or prior to decedent's demise (Exhibit B). Moreover, Atty. Teopisto B. Remo did not die until July 1, 1947 (Exhibit D). He should have filed a petition for the probate of the alleged lost will when this attorney, who, according to him, prepared the will, was still alive, or he should have taken the latter's deposition under Rule 19 of the Rules of Court, or resort to the declaratory relief provided for in Rule 66 of the same Rules of Court." (Pages 33-34, 37, Record on Appeal.)

In this jurisdiction the will proper and the attestation clause must be made in strict conformity with the requirements of the law (sec. 618, C. C. P. as amended). "Where the clause fails to show on its face a full compliance with those requirements, the defect constitutes sufficient ground for disallowance of the will" (*Saño vs. Quintana*, 48 Phil., 506; *Gamban vs. Gorecho*, 50 Phil., 30). Facts not appearing in the attesting clause cannot be proven by evidence *aliunde* (*Uy Coque vs. Sioca*, 43 Phil., 405, 409, *Quinto vs. Morata*, 54 Phil., 481). "An attestation clause which does not recite that the witnesses signed the will and each and every page thereof on the left margin in the presence of the testator, is defective, and such a defect annuls the will" (*Gamban vs. Gorecho*, 50 Phil., 30). In the present case, the attestation clause of the supposed lost will, as set forth by the proponent and appellant, Francisco Rodriguez, Jr., does not recite that the witnesses signed on the left margin of the preceding four pages in the presence of the testatrix (pp. 27-28, t. s. n.). Considering that said appellant was one of the legatees in the lost will so he was naturally interested to know the contents of the same and, unlike the attesting witnesses who read the will but once, he had ample opportunity to read and reread it thoroughly because he kept the original and the duplicate, it may be safely assumed that his recital of the attesting clause was more accurate. He was furthermore a law student and should know more or less the wording of the attestation clause he had read. Such being the case, the supposed lost will was not duly executed.

As to the proof of the contents or provisions of the will in question, the trial court, which had the opportunity to observe the conduct and manner of testifying of the proponent and appellant and the two attesting witnesses of the will, concluded that their testimonies are "palpably so inconsistent or incoherent" that it found it "impossible to rely upon them." The trial court correctly found among their inconsistencies the following:

"(a) While witness Francisco Rodriguez, Jr., states that the second line of the will says: 'Pakatantuin ng lahat na ako * * *', witness Mariano Rodriguez says that the second line states 'Aking Huling Kalooban o Testamento' followed by the words 'Sa Ngalan ng Diyos Ama, Amen' in the third line. On the other hand, witness Pablo Rodriguez says the words 'Huling Kalooban ni Cresenciana Rodriguez' constitute the second line. Strangely enough, however,

all the witnesses remember that the alleged will was executed in May, 1943 and agree that the first line on the first page reads 'Unang Dahon.'

"(b) While petitioner stated that testatrix did not sign the last or fifth page, witness Mariano Rodriguez said she did. (Trans., pp. 42, 47-48).

"(c) While petitioner testified that testatrix read the original, witness Mariano Rodriguez said that it was he who read the original. (Trans., pp. 43, 63).

"(d) While petitioner and witness Mariano Rodriguez stated that the will contained an enumeration of the parcels of land followed by the distribution (Trans., pp. 37-38; 51-52), witness Pablo Rodriguez would have the Court understand that after naming each beneficiary, the enumeration of the lands devised followed. (Trans., pp. 79-80).

"(e) Petitioner stated that to each brother or sister are assigned specific parcels of land (Trans., p. 38) and that the adjudications in Exhibit 1 are the same as those contained in the will (Trans., pp. 40-41). Exhibit 1 divides Lot No. 4316 into two parts: one-half for his sister Soledad and the other half for his brother Rafael (p. 3)." (Pages 34-35, Record on Appeal.)

Referring to the contents of the will, proponent and appellant—as we have said was most interested in the will as one of the legatees therein—testified that he read the said will and testament; that he knows its contents but not all; that he remembers some of the phrases or words which appears on the first page thereof but not all; that he could not well remember what was more in the will after the testamentary disposition concerning the devise of the real properties, followed by the paragraph concerning the personal properties of the deceased; and that he cannot recall the closing statement of the will or the last part of the same (pp. 12, 26-27, 33, 44, t. s. n.). Mariano Rodriguez, one of the attesting witnesses, said that he does not remember if the will contained any provision with respect to the personal properties of the deceased and that he does not remember which of the nine parcels of land corresponds to each of the legatees (pp. 61 and 65, t. s. n.). The other attesting witness, Pablo Rodriguez, testified that he does not know which property was adjudicated to Francisco Rodriguez, Jr. in the will nor does he remember how many parcels of land were bequeathed to Rafael and Soledad Rodriguez (p. 97, t. s. n.).

With such kind of testimonial evidence, the trial court was right in holding that it cannot state and certify the provisions of the alleged lost will as required by section 6 of Rule 77.

In cases of lost will, where the proof thereof is by the recollection of the witnesses, the evidence should be strong and positive, and free from doubt. It must be clear, satisfactory and convincing, and such as to satisfy the mind of the court. On this point, it was declared in the case of *Liberty vs. Haines*, 68 Atlantic Reporter 738:

"But there is a class of cases, however, such as proving the existence and contents of a lost will, or proving an agreement to bequeath

by will, or mutual mistakes sufficient to justify the reformation of an instrument, where, in order to sustain the burden of proof, the rule is that the evidence must be clear, convincing, conclusive, and such as to satisfy the mind of the court, and this requirement does not militate against the rule that in civil suits a preponderance of the evidence is all that is required."

"There is no class of cases in which a higher kind of proof should be demand than that which seeks to establish oral contracts calculated to subvert the muniments of title and divert the descent of intestate property from its legal channel. No class of cases is more susceptible to the temptation of fraud and none in which it can be more easily practiced. And in this case of cases the contention of any plaintiff must disclose motives of good faith, a claim consistent with the circumstances and probabilities of the situation, and be supported by clear, positive, and convincing proof."

We conclude, therefore, that the appellant has failed in proving by clear, convincing and conclusive evidence the contents of the alleged lost or destroyed will.

On the other hand, the existence of the lost will seems to be doubtful in view of the execution of the extrajudicial partition wherein it was clearly stated that the deceased died without a will. If she really left a will and the same, as claimed, was lost or destroyed, satisfactory explanation is wanting as to why said fact was not disclosed in the aforesaid deed of partition.

With the foregoing conclusions, we deem it unnecessary to discuss whether the appellant and his coheirs are estopped from claiming that the deceased died testate in view of the aforesaid statements to the contrary contained in the extrajudicial partition, Exhibit 1.

There being no reversible error in the decision appealed from, the same is hereby affirmed, with costs against the appellant.

Reyes and Borromeo, JJ., concur.

Judgment affirmed.

[No. 3196-R. June 27, 1949]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
PEDRO DE LA CRUZ *alias* PELAGIO CRUZ, defendant and
appellant.

1. TREASON; EVIDENCE; "MAKAPILI"; PRESUMPTION OF BEING A "MAKAPILI"; APPOINTMENT AND ENLISTMENT, HOW PROVEN.—Considering the fact that the Makapili was founded during the closing months of the Japanese occupation, the bulk of which was composed of former Ganaps and Sakdalistas, of which the accused was one; and judging from the servile devotion with which the accused and his ilk served the Japanese cause, the failure to produce the actual enlistment and joining of the accused in the said organization does not alter the conclusion that he was a Makapili. It is presumed. "Appointment or enlistment in that organization need not be established by direct testimony. It may be inferred from the surrounding circumstances. A person who acted and was actually engaged in the work of a Makapili, bearing arms, wearing Makapili's or Jap-

anese uniform, drilling under the Japanese military officers, taking part in the rounding up and execution of *guerrillas*, joining the Japanese in their retreat, and the like, such person is presumed to have been regularly inducted. It is presumed that things have happened according to the ordinary course of nature and the ordinary habits of life." (People *vs.* Alitagtag, G. R. No. L-924, Aug. 30, 1947; 45 No. 3 Off. Gaz., 715, Feb. 1949.)

2. *Id.*; *Id.*; *Id.*; JUDICIAL NOTICE; PROOF OF ACTS NOT INCLUDED IN INFORMATION, ADMISSIBLE.—The Court of Appeals takes judicial notice of the fact that the Makapili and the Kempei-tai are both military organizations under the Japanese Army, with practically the same aims and methods of obtaining their objectives. (People *vs.* Alitagtag, *supra*). So that, for the purpose of showing the disloyal state of mind of the accused, proof of the acts objected to as not having been included in the information, is admissible (*See also* Bagalawis case, 44 Off. Gaz., No. 8, Aug. 1948, p. 2665).
3. *Id.*; *Id.*; *Id.*; *Id.*; ADHERENCE NEED NOT BE PROVED BY TWO WITNESSES.—It is further alleged that no "same overt act committed in any single occasion was testified to by at least two witnesses for the prosecution." As the ones denounced are merely acts of adherence, they need not have been proven by the testimony of two witnesses like the overt act itself. "Adherence, unlike overt acts, need not be proved by the oaths of two witnesses. Criminal intent and knowledge may be gathered from the testimony of one witness, or from the nature of the act or from the circumstances surrounding the act." (Alitagtag case, *Id.*).

APPEAL from a judgment of the People's Court of Manila.

The facts are stated in the opinion of the court.

Manuel A. Concordia for appellant.

Assistant Solicitor General Manuel P. Barcelona and *Solicitor Antonio A. Torres* for appellee.

PAREDES, J.:

Pedro de la Cruz *alias* Pelagio de la Cruz charged with treason before the People's Court in an information containing a single count of a general character, was found guilty by said court, and, after appreciating the mitigating circumstance of lack of instruction, with no aggravating circumstance to offset it, sentenced to suffer twenty (20) years *reclusión temporal*, with the accessories of the law, to pay a fine of ₱10,000 and the costs, with allowance of one-half ($\frac{1}{2}$) of his preventive imprisonment. In this appeal, appellant assigned eight (8) errors alleged to have been committed by the trial court. As the determination of the guilt of the accused is more of a matter of proof than anything else, a brief review of the evidence is necessary. The following facts, however, are not controverted: That the appellant is a Filipino citizen, by his own admission, and his real name is Pelagio de la Cruz, but he is also known to others as Pedro de la Cruz; that he was a resident of Matangtubig, Aliwas, Baliuag, Bulacan; that he had a brother named Pedro who was already dead at the time of

the trial; and that the later Pedro de la Cruz was nicknamed Pedro Buriri, while the appellant was familiarly known as Yayong.

Anastacia Gonzales of Baliuag, declared that the appellant worked with her as tenant until the early part of the Japanese occupation; that during the occupation she often saw the appellant in company of known Makapilis in Baliuag; that appellant and others like him used to go with Japanese patrols, apprehending *guerrillas*, as in fact in 1944, a *guerrilla* known as Anong, her neighbor, was arrested by a group of Makapilis, among whom was the appellant and his brother Pedro, and killed later by the Japanese; that she had seen appellant, with a rifle, performing guard duty at the Makapili headquarters housed in the Baliuag High School Building where Japanese forces were also stationed, and going around the town confiscating foodstuffs, in company of Makapilis and Japanese soldiers; and that before the entry of the American forces in Baliuag, the appellant, on foot, retreated from said town with other Makapilis.

Jose C. Gonzales testified that he was a detective in the Manila Police Department and had lived in Baliuag, his native town, during the entire period of the Japanese occupation; that the appellant whom he knew since boyhood and who before the occupation was a Sakdal, often went with the Japanese, serving them in the capacity of a spy and Makapili soldier; that when the Makapili was organized in December, 1944, the appellant, provided with a pistol, served as a soldier in the Japanese army, and went with the Japanese in Japanese army uniform; that he was at the house of Leopoldo Gabriel, suspected as the killer of Pedro Buriri when said Gabriel, who was subsequently murdered, was arrested by Japanese soldiers, led by the appellant, who was then in uniform and carrying a revolver; and that on two occasions he saw the appellant performing guard duty at the Japanese garrison at Baliuag.

Maria Escribil, widow of Gabriel, affirmed that her late husband was arrested at their home in Baliuag on October 16, 1943, by a group of Japanese soldiers, accompanied by Rafael Chico, municipal mayor of Baliuag, one Guillermo and Pelagio de la Cruz (appellant herein) who acted as guide, because said Gabriel was suspected of having killed Pedro Buriri; that the appellant then stood at the foot of the stairs waiting for his companions who had gone up the house; that appellant was her neighbor and a former friend of the family, having been a constant companion of her husband; that she followed her husband at the garrison when the appellant administered him the water cure until he died; that the appellant frequently consorted with the Japanese at their garrison and had performed guard duty, carrying a rifle, in said garrison and that appellant and

his brother Pedro Buriri were members of the Makapili, Baliuag Chapter.

Francisca de la Cruz testified that she twice saw the appellant in 1944, acting as sentry in front of the Japanese garrison in Baliuag; during the first time he was in civilian clothes, and during the second, he was in Japanese uniform, on both of which occasions he carried a revolver; and that said appellant used to go with the Japanese.

Enrique Castro, declared that he was a former *guerrilla* intelligence officer (S-2) under the M. Ponce regiment of Baliuag; that before the war, the appellant whose name is Pelagio Cruz was a peasant and a Sakdal, and became a Ganap later on; that during the occupation, appellant used to go with Makapilis, confiscating firearms from civilians and on two occasions in 1944, he, duly armed with a revolver, was in company of Japanese soldiers, patrolling the barrios of Concepcion and Sto. Cristo, Baliuag; that as such intelligence officer, he confiscated the roster of Makapilis in Baliuag whereon the name of appellant was listed, but said roster was confiscated by the Counter Intelligence Corps (CIC); that after the liberation, while confined at the Baliuag municipal jail, said appellant told him (the witness) that he had retreated with the Japanese soldiers, but left them upon reaching the town of Bustos.

The version of the defense may be briefly stated as follows:

On or about, but not later than October 26, 1943, Pedro de la Cruz *alias* Pedro Buriri who was serving the Japanese, was shot. After the burial, the appellant left Baliuag for Manila, for fear of being killed by those who shot his brother. In Manila, he stayed in the house of Vicente Alvarez from October 26, 1943 to December 27, 1944, on which date he decided to return home, because of the confusion then prevalent in said city. Appellant started for, but did not reach, his home town, because at Bigaa, darkness overtook him and was met by a group of Japanese soldiers and Filipinos who were pushing a cart. Under threats of being killed, he helped push the cart to the mountains until they reached Ipo. At Ipo, appellant was held as a forced laborer. In the month of May, 1945, the Japanese forces retreated, and he and four other Filipinos decided to return to their homes. When they were near San Ildefonso, a group of *guerrilla* soldiers met them and placed the appellant and another companion under arrests, as the other three made good their escape. From there, appellant was brought to Sta. Maria, but while still at Akle, the *guerrilleros* asked him for his name and address, and whether he was not Pelagio de la Cruz *alias* Pedro Buriri. Because on the way he was constantly tortured, appellant admitted that he was Pedro de la Cruz *alias* Pedro Buriri. These facts were brought out by the testimony

of Rafael Chico, Maria Tan, Isabel de la Cruz, Vicente Alvarez, the appellant, and his wife Angelina Dimatilis.

The real name and identity of said appellant was made early to the court. While the accused Pelagio de la Cruz is known as Pedro de la Cruz and had also a deceased brother named Pedro de la Cruz, still there could be no mistaking one for the other, as they differed greatly in appearance: the deceased Pedro nicknamed Pedro Buriri was a big and husky fellow, taller than appellant, had a round face with the thick lips of an American Negro, and a dark complexion, while the appellant is younger, shorter in stature, clearer in complexion and more handsome than his late brother, and is familiarly known as Yayong. Agustin Gonzales and Anastacia Gonzales positively pointed out the appellant and said that he was Pelagio de la Cruz *alias* Pedro de la Cruz. The other witnesses for the prosecution Jose C. Gonzales, Maria Escribil and Eugenio Castro also pointed the appellant with certainty, as the one who committed the acts denounced in this case. Anastacia testified that she knew very well both of them and that "it is not possible that I can be mistaken as to their identify." (I, t. s. n., 5.)

Agustin declared:

"Q. Do you know the accused herein, Pelagio de la Cruz *alias* Pedro de la Cruz?—A. Yes, sir, I know him.

"Q. Is he here in court to-day?—A. Pelagio is here.

"Q. Where is he—please point him out to the court?—A. He is there (pointing to the accused)." (I, t. s. n., 21.)

Jose testified:

"Q. Do you know if the accused is here in court to-day?—A. Yes, sir; he is now in court.

"Q. Will you please point him out?—A. He is there (witness pointing to the accused Pedro de la Cruz).

"Q. Are you sure that he is Pedro de la Cruz?—A. Yes, sir." (II, t. s. n., 4.)

Maria identified the appellant as follows:

"Q. Is this Pelagio de la Cruz in court to-day?—A. Yes, sir.

"Q. Please point to him, if he is in the room?—A. He is there sitting at the end of the table (witness pointing to the accused, Pedro de la Cruz *alias* Pelagio de la Cruz)." (II, t. s. n. 4.)

Enrique made the following statement:

"Q. Do you know the herein accused, please indicate him if he is now in court?—A. Yes, sir. He is there sitting (witness pointing to the accused).

"Q. What is his name?—A. Pelagio de la Cruz." (VI, t. s. n., 9-10.)

It is, therefore, evident that the appellant was known by some persons as Pedro de la Cruz, and by others as Pelagio de la Cruz. Call him Pedro or Pelagio, Buriri, or Yayong, the appellant was the one the witnesses meant. Under this circumstance, it was correct for the prosecution to ask

the court for the amendment of the information so that his *alias* might be included. It is true that the amendment of the name was not expressly approved by the court, but this must be due to the remark of the deputy clerk, in open court, that the information was already amended, and His Honor's consent must have been tacitly given, because he was silent when the defense interposed an objection thereto. We deem the manner in which the information was amended, a sufficient compliance with section 6, Rule 106.

Counsel (1) contends that it was not sufficiently proven that appellant was a Makapili, did sentry duty for the Japanese forces, participated in the apprehension of *guerrilleros* or helped in the confiscation of firearms and provisions from the people of Baliuag; (2) argues that the acts proven against the appellant took place, prior to the period set forth in the information, December, 1944 to September 2, 1945, and (3) points to certain contradictions and incongruities in the testimony of the state witnesses.

1. The fundamental charge that appellant had been a member of the Makapili and served as a soldier in the Japanese Army, doing sentry duty for them, participated with them in the arrest of *guerrilleros*, helped them commander firearms and foodstuffs for the enemy, has been fully established.

Anastacia declared:

"Q. About the accused, do you know whether he is a member of the Makapili or not?

"* * * * *

A. He is a member.

"* * * * *

"Q. Have you witnessed actually with your own two eyes the accused and his companions and the Japanese, apprehending any guerrilla in your municipality?—A. Yes, sir; there at the corner of callejon in our place, they arrested a man named Anong.

"Q. When was that?—A. In the year 1944.

"Q. And where is this Anong now?—A. He is dead now.

"Q. Do you know how did he come to his death?—A. He was maltreated by the Japanese." (I, t. s. n., 8-9.)

Jose confirmed the above testimony when he testified that "the appellant was serving the Japanese as a spy and a soldier," "He was serving in the capacity of a soldier in the Makapili organization." (II, t. s. n., 4). Castro who confiscated the roster of the Makapilis in Baliuag, which contained the name of the appellant, averred that he used to see appellant "with other Makapilis and sometimes with Japanese soldiers patrolling in the barrios" (IV, t. s. n., 10). It would really necessitate a strong evidence to destroy the force of the above testimony, which is evidently wanting in this case. Anastacia might have said that she knew appellant was a Makapili, because that was what she "heard from the lips of the people." Even taking this statement alone, and without considering the rest of her testimony, it may still be argued that by common reputa-

tion, appellant was a Makapili and that the inhabitants of Baliuag knew him as such. And even if Anastacia's testimony is discarded, there still remains the positive testimonies of Jose and Castro which were not shown to have been prompted by any ulterior design. Castro, especially, having been a *guerrilla* intelligence officer of the M. Ponce regiment of Baliuag, was in a position to know appellant's activities as a Makapili during the occupation.

The defense would want the prosecution to produce evidence of appellant's actual enlistment and joining in the Makapili organization. Considering, however, the fact that the Makapili was founded during the closing month of the Japanese occupation, the bulk of which was composed of former Ganaps and Sakdalistas, of which appellant was one; and judging from the servile devotion with which appellant and his ilk served the Japanese cause, the failure to produce the appellant's actual enlistment and joining in the said organization does not alter the conclusion that he was a Makapili. It is presumed. It was held that "appointment or enlistment in that organization need not be established by direct testimony. It may be inferred from the surrounding circumstances. A person who acted and was actually engaged in the work of a Makapili, bearing arms, wearing Makapili's or Japanese uniform, drilling under the Japanese military officers, taking part in the rounding up and execution of *guerrillas*, joining the Japanese in their retreat, and the like, such person is presumed to have been regularly inducted. It is presumed that things have happened according to the ordinary course of nature and the ordinary habits of life." *People vs. Ali-tagtag*, G. R. No. L-924, Aug. 30, 1947; 45 No. 3 Off. Gaz., 715, Feb., 1949.)

2. It is alleged that the court erred in receiving evidence or acts performed by the appellant on dates prior to the period comprised from December, 1944 to September 2, 1945, as alleged in the information. In answer, we quote hereunder the pertinent remarks of the Supreme Court:

"El abogado defensor tacha igualmente de arroneo el proceder del Tribunal del Pueblo al permitir que se probasen, no obstante la objeción del acusado, hechos no alegados específicamente en la querella, a saber: * * *. Este reparo del apelante tampoco tiene merito. Aunque no específicamente alegados en la querella, tales hechos podían probarse por el promotor fiscal, *primero*, en virtud del cargo concreto y positivo expuesto en la misma, de que el acusado prestaba servicio activo como miembro del Kempei-tai la policía militar japonesa, uno de cuyos principales objetivos era abatir y aniquilar el movimiento de resistencia mediante el procedimiento cruel y barbaro de las zonificaciones * * * y mediante la persecución y captura de guerrilleros; y *segundo* para demostrar la intención del acusado de adherirse al enemigo y de prestarle ayuda y facilidades, pues con razon se arguye que "no hay ninguna prohibición legal contra la admisibilidad, como prueba, de actos no alegados

en la querella para establecer la intención del acusado." (People vs. Bagalawis, 44 Off. Gaz., No. 8, Aug., 1948, p. 2665.)

The main charge against the appellant is that he became a member of the Makapili, and as such, bore arms, aided in the apprehension of *guerrilleros* and in the confiscation of provisions and firearms and performed sentry or guard duty, with the view of helping the enemy. This Court takes judicial notice of the fact that the Makapili and the *Kempei-tai* are both military organizations under the Japanese Army, with practically the same aims and methods of obtaining their objectives. (People vs. Alitagtag, *supra*.) So that, for the purpose of showing the disloyal state of mind of the appellant, proof of the acts objected to as not having been included in the information, is admissible (See also Bagalawis case, *id.*). And it is further alleged that no "same overt act committed in any single occasion was testified to by at least two witnesses for the prosecution." But as the ones denounced are merely acts of adherence, they need not have been proven by the testimony of two witnesses like the overt act itself. "Adherence, unlike overt acts, need not be proved by the oaths of two witnesses. Criminal intent and knowledge may be gathered from the testimony of one witness, or from the nature of the act or from the circumstances surrounding the act." (Alitagtag case, *id.*).

3. As to the alleged contradictions. In some instances, contradictions are found. This is explained, however, by the fact that the events under consideration had taken place long time ago, and it is but natural to expect that the witnesses would fall into inaccuracies, much in the same way that they should not be expected to remember the exact dates they had seen appellant committing the acts described by them. Taking the case as a whole, we find that whatever contradictions and incongruities there may be in the evidence, are not material and do not impeach the veracity of the state witnesses. The lower court believed and accepted their testimony as essentially true, and we find no justification in concluding otherwise. As between the positive and direct testimony of the prosecution witnesses and the *alibi* set up by the appellant, the choice is not hard to make.

The lower court considered the mitigating circumstance of lack of instruction and education of the offender in applying the penalty and sentenced him accordingly. The Solicitor-General apparently agrees with the trial court when he recommended the confirmation of the sentence. It is presumed that the trial judge, who had the opportunity to observe the manner the accused testified in court, had made a correct appraisal of the degree of education and instruction the appellant possessed. There being no aggravating circumstance to compensate the mitigating

circumstance, the minimum degree of the penalty or *reclusión temporal* should be imposed, which ranges from twelve (12) years and one (1) day to fourteen (14) years and eight (8) months, as minimum, to seventeen (17) years and (1) day to twenty (20) years, as maximum. Evidently, the trial court applied the maximum of the maximum of the penalty prescribed. Considering, however, Rule 7 of article 64, Revised Penal Code, and the nature of the mitigating circumstance and the extent of the evil produced by the acts denounced, this Court believes that, with the imposition of the minimum of the minimum of the penalty prescribed, the appellant shall have been sufficiently punished.

The appellant Pedro de la Cruz *alias* Pelagio de la Cruz is hereby sentenced to suffer twelve (12) years and (1) day of *reclusión temporal* with the accessories of the Law and to pay a fine in the sum of ₱10,000 and the costs, with allowance of one-half ($\frac{1}{2}$) of the preventive imprisonment already undergone by him. So ordered.

Labrador and Barrios, JJ., concur.

Judgment modified.

[No. 3265-R. June 27, 1949]

JUAN NACIONAL, plaintiff and appellee, *vs.* HIPOLITO NACIONAL ET AL., defendants and appellants

HUSBAND AND WIFE; CONTRACTS; SALE, VALIDITY OF; UNAPPRAISED DOWRY, SALE BY HUSBAND, NULL AND VOID.—There is no question that the land from which the portion claimed by the defendant was taken was an unappraised dowry which, according to article 1346 of the Civil Code, belonged to the wife, although the administration thereof belonged to the husband who was under the obligation to return the same to the wife upon the dissolution of the marriage. The husband could not have disposed validity of the unappraised dowry or a portion thereof belonging to his wife in favor of his brother. Even taking for granted, therefore, that the husband executed the original of the deed of sale in favor of his brother, said deed is null and void.

APPEAL from a judgment, of the Court of First Instance of Pangasinan, Mañalac, J.

The facts are stated in the opinion of the court.

Manuel L. Fernandez for appellants.

Esliza, Monta & Bauzon for appellee.

RODAS, J.:

On the occasion of the marriage of Estanislao Nacional and Baldomera Damasco on May 13, 1919, the former's parents Hipolito Nacional and Pantaleon Nacional, executed a deed of donation *propter nuptias* on the 9th day of April, 1919, in favor of the latter, which deed of donation, Ex-

hibit A, was registered in the office of the register of deeds as far as the real estate therein described as property donated, among others, was concerned.

The spouses had been living together up to 1924, according to plaintiff's evidence, or up to 1930 as the defendants contend, for thereafter the husband abandoned his wife and lived with his concubine by whom he had several children. After the separation, the wife administered the lands so donated to her, by leasing them to one Angel Damasco for the sum of ₱50 a year up to and including 1942 when she died, after which the herein defendants (now appellants), Hipolito Nacional, the donor and father of her husband Estanislao Nacional, the husband himself and the widower, and Alejandro Nacional, a brother of Estanislao, grabbed the land from the lessee to the prejudice of the herein plaintiff and appellee, the only heir of the deceased Maximina, *alias* Baldomera Damasco, and hence the filing of an action to recover the property from said defendants.

From the decision holding the plaintiff owner of the land in litigation, only the defendant Alejandro Nacional appealed, assigning the following error:

"That the court *a quo* erred in not declaring defendant and appellant Alejandro Nacional owner of a portion of 1,809 square meters, more or less, of the land described in the amended complaint."

Said appellant testified that in 1937 the spouses Estanislao Nacional and Maximina *alias* Baldomera Damasco, were living together and the latter being sick at the time, sent for him, and in the presence of her husband, Estanislao Nacional, told him "you buy the land of your *manong*," meaning Estanislao, his older brother, and following the wishes of her sister-in-law who then needed money for her sickness, he looked for a notary public to consult about the matter and the latter having advised him "yes, we can draw the sale even if the woman will not sign," the corresponding deed of sale of the land in question was prepared and executed by his brother Estanislao, with the knowledge and consent of Baldomera Damasco, who could not sign for being sick. Exhibit 1 is a copy of said document whereby Estanislao Nacional sold and transferred in favor of his co-defendant, Alejandro Nacional, a portion of the lands described in the donation *propter nuptias*, which portion contains an area of 18 ares and 9 centares, of which according to the evidence for the defense, Alejandro Nacional had taken possession since 1937 and has enjoyed the products thereof as owner, declared it for assessment purposes, according to Exhibit 2, and paid the corresponding taxes since the last above-mentioned year.

The only question, therefore, to be decided is whether the deed of sale in favor of the defendant Alejandro Nacional is a valid deed of sale. There is no question that the land

from which the portion claimed by the defendant Alejandro Nacional was taken was an unappraised dowry which, according to article 1346 of the Civil Code, belonged to the wife, although the administration thereof belonged to the husband who was under the obligation to return the same to the wife upon the dissolution of the marriage. In the instant case, it was established without contradiction that because of the abandonment of the wife by the husband who went to live with his concubine since 1924 or 1930, the wife administered her property including, of course, the land in question. The husband could not have disposed validly of the unappraised dowry or a portion thereof belonging to his wife in favor of his brother, the defendant Alejandro Nacional in the year 1937. Even taking for granted, therefore, that Estanislao Nacional executed the original of Exhibit 1, the deed of sale in favor of his brother, said deed is null and void. If it were true that the sale was made with the knowledge and consent of the wife Baldomera Damasco, said consent must have been expressed in the deed of sale, and if Baldomera Damasco could not sign her name for being sick, although it was not proven that she was so seriously sick that she could not sign at all, at least she could have thumbmarked the same. From 1937 to 1942 when Baldomera died, five long years had elapsed and the sale could have been ratified by her if she had really consented to the same. Angel Damasco, the leasee of the land in question from the time of the separation of Estanislao Nacional and Baldomera Damasco in 1924, testified that he had possession of the land up to the year 1942 when it was grabbed and taken away from him after the death of Baldomera Damasco. Alejandro Nacional stated that he took possession of the land since 1937 and paid corresponding land taxes on said land since said year and to prove this fact, he presented Exhibit 1, the deed of sale in his favor; Exhibit 2, the declaration of real property covering the land purchased by him; and Exhibit 3, 3-A to 3-H showing payment of taxes made by him from the time he bought said land in 1937. Exhibit 1 shows that the same was only registered on September 30, 1946 or just a few days before the filing of the complaint in this case; Exhibit 2 shows that defendant Alejandro Nacional only declared the land alleged to have been purchased by him for assessment purposes on October 1, 1946; Exhibit 3 shows that Alejandro Nacional, for the first time, paid the taxes on the land in question on May 30, 1947, or nearly a year after the filing of the complaint in this case; and the other Exhibits 3-A, 3-B, and the rest show that all previous payments were made by his father Hipolito Nacional. All these facts tend to show that there had been no sale at all made in favor of the defendant Alejandro Nacional of the land claimed by him.

In view of the foregoing, the Court hereby affirms the decision appealed from, with costs against the appellant.

Jugo and De la Rosa, JJ., concur.

Judgment affirmed.

[No. 3244-R. June 28, 1949]

CRISANTO DE BORJA, plaintiff and appellant, *vs.* MARCOS S. FRANCISCO ET AL., defendants and appellees

1. LANDLORD AND TENANT; PRIVATE FOREST LAND; "KAINGIN" ON PRIVATE FOREST LAND.—"Kaingin" committed in a public forest as a medium of cultivation is punished under Act No. 3314 and it is an unnecessary waste if done in a private forest land, unless permitted by the owner under certain circumstances.
2. ID.; ID.; ID.; LIABILITY FOR DAMAGES.—Tenants and outsiders or strangers to an "hacienda" who participate in the act of despoliation, destruction and burning, as well as those who invite and incite said tenants, outsiders or strangers to cut, destroy and burn trees therein, and perpetrate acts of malicious mischief, out of hate or revenge to the owner of the estate or for the mere pleasure of doing it, are wrongdoers or tort feorsors, and must be held responsible jointly and severally for damages caused thereby.

APPEAL from a judgment of the Court of First Instance of Rizal. Yatco, J.

The facts are stated in the opinion of the court.

E. V. Filamor for appellant.

Jose F. Tiburcio and *D. H. Soriano* for appellees.

RODAS, J.:

This is an appeal from a decision of the Court of First Instance of Rizal dismissing the complaint filed by plaintiff and appellant for damages amounting to ₱22,000 against forty-eight defendants, predicted on eight assignments of error.

Crisanto de Borja is the judicial administrator of the intestate estate of Marcelo de Borja, known as special proceedings No. 2414 of said court, the registered owner of one-third of "Hacienda Jalajala," covering the places known as Bayugo, Cambingan, Yano, Palay-palay, Naglabas, Lubo, Nay Bae, Halang na Gubat, Lapnisan, Lagundi, Alibangbanganan, Kinabasagan, Mahabang-parang, Tipakan, Kay-Kaliwa, and others within the province of Rizal.

It has been established that the defendant Marcos S. Francisco who was the municipal mayor of Cardona, Rizal, while addressing a meeting in said municipality in February, 1944, induced the people to go to "Hacienda Jalajala" and cut and burn trees and make "kaingin", without the necessity of first obtaining the permission of the owner of said hacienda; that, in fact, people from Cardona

and Jalajala went to "Hacienda Jalajala" accompanied and led by the said Marcos S. Francisco and Jose F. Tiburcio, an attorney-at-law, cut down and destroyed trees of the first, second and third groups, with trunks of varying sizes; that the trees cut and destroyed were either hauled away, especially those which could be used for posts and for other building materials, and the small ones were either used for fuel or destroyed and burned right at the place where they were cut; that the two defendants (now appellees), Marcos S. Francisco and Jose F. Tiburcio, who used to accompany their co-defendants (also appellees), would tell the latter that should they happen to catch deer and wild boar in said hacienda, there would be no need to give part of the meat to the owner of the hacienda, and that if they wanted to do so, the hide would do; that the people so induced by the defendants Marcos S. Francisco and Jose F. Tiburcio actually cut the trees and hauled away the trunks for building purposes and burned the small ones, and made "kaingin" without permission of the owner or *encargado* of the hacienda; that said defendants continued in their work of destruction and waste in the hacienda notwithstanding the prohibition given by the then mayor of said municipality of Jalajala, Hilarion Belleza, especially in the places or sitios known as Yano, Alibangbangan, Palay-palay, Bayugo and Gubat within said municipality, and the warning that their acts were against the law and regulations on the matter; that said acts of destruction and waste in said "Hacienda Jalajala" or "Punta Jalajala" started from February and ended in May, 1944 and became recurrent during the same months every year up to 1946; and that as a result of said waste and destruction a portion of about sixty (60) hectares of said hacienda was damaged to the extent of one hundred (100) *talacsanes* and fifty logs available for posts and other building purposes, at the rate of ₱3 per *talacsan*, and ₱5 for each post or log payable to the hacienda for each and every hectare thus destroyed and damaged, to the prejudice of the owner thereof.

The defendants have failed to disprove in their oral evidence and to specifically deny in their answer the waste and destruction alleged and proven to have been done by them in "Hacienda Jalajala," but set up the following three special defenses, to wit:

1. That the action taken by plaintiff against the defendants is predicated on the facts involved in Tenancy case No. 1023 in which the herein defendants were the petitioners and the herein plaintiff the respondent, which was pending at the time of the commencement of this action before the Tenancy Law Enforcement Division of the Bureau of Justice and which has been terminated;

2. That the acts complained of as having been committed in the years 1944, 1945 and 1946 were executed legally and with the tacit knowledge and consent of the plaintiff, and performed in connection with the "kaingin" system as a medium of cultivation and planting of rice in said hacienda; and

3. That two of the defendants, namely, Cornelio Ramos and Rafael Gatchalian had already been prosecuted criminally for the acts complained of but were acquitted at the instance of the plaintiff himself.

The following allegations have also been set up as part of the defense: That Hon. Nicanor Roxas, Assistant Executive Secretary to the President of the Republic of the Philippines should have been made a party defendant to this case, for all the acts complained of as having been executed the years 1944 and 1945 were done and executed at his behest.

In support of the first special defense, copies of the proceedings appearing in the record of the tenancy case have been introduced and marked as Exhibits 1 to 22. A cursory reading of said exhibits does not show that the question of damages herein involved has been settled amicably or otherwise, or decided in any way in said tenancy case, although it had been alleged as one of the reasons of the respondent therein and appellant in this case for opposing the contention of the petitioners in said tenancy case, some of whom are defendants and appellees in the instant case. Whatever may be the decision of this Court, the relations created as tenants and landlord between the appellant and appellees in the agreement entered into between them in said tenancy case will remain undisturbed.

As to the second special defense, no evidence was presented showing the legality of the destruction and waste committed by the appellees in the hacienda, either in the form of law passed or order given during the occupation requiring or permitting such acts of destruction and waste. "Kaingin" committed in a public forest as a medium of cultivation is punished under Act No. 3314 and it is an unnecessary waste if done in private forest land, unless permitted by the owner under certain circumstances.

The record of acquittal of the defendants Cornelio Ramos and Rafael Gatchalian was not produced during the trial and neither of them appeared or anybody in their behalf denied that they ever committed the acts of waste and destruction complained of. No evidence has been produced that Honorable Nicanor Roxas had ordered the destruction and burning of forest and trees or the doing of any "kaingin" in said hacienda or that he had anything to do with it.

It has been alleged that the destruction was done on the occasion or during the occupancy of the hacienda by the Japanese by virtue of a contract of lease. Said lease or occupancy by the Japanese took place from August, 1944 up to February, 1945; the destruction complained of was done from February to May, 1944, or before the occupancy or lease of said hacienda to the Japanese, and again from February to May, 1945, that is, after the Japanese had left the hacienda; and finally during the same months of the year 1946 when no more Japanese could be seen in the Philippines except as prisoners of war.

Those tenants of the "Hacienda Jalajala" as well as outsiders or strangers to said hacienda who participated in the act of despoliation, destruction and burning herein referred to, apparently did not have any reason to indulge in the commission of the acts complained of, but when Marcos Francisco, then mayor of Cardona, and Jose F. Tiburcio, an attorney-at-law, whom they believed as their leaders, gathered those people and told them during the latter part of the Japanese occupation when they were easily stirred that they could go to said hacienda to cut and burn trees without the permission of the owner or *encargado*, and that they could catch wild animals inside the hacienda and kill them without giving the owner a share, and, in fact, accompanied them to the place and saw to it that the cutting, destruction and burning of the trees were committed, said people willingly accepted the invitation and incitation and actually engaged in the perpetration of said acts of malicious mischief, if not out of hate or revenge to the owner of so large an estate as the "Hacienda Jalajala," at least they did so for the mere pleasure of doing it, and as wrongdoers or tortfeasors, they must be necessarily held responsible jointly and severally for the damages thus caused.

Wherefore, reversing the decision appealed from the appellees are hereby sentenced to pay jointly and severally the plaintiff herein the sum of ₱33,000 with legal interest thereon from the date of the filing of the complaint, with costs.

Jugo and Dela Rosa, JJ., concur.

Judgment reversed.

[No. 2382-R. June 30, 1949]

CRISTINA DE LA CRUZ ET AL., plaintiffs and appellees, *vs.*
EULALIO TANQUILUT, defendant and appellant

1. CONTRACTS; INTERPRETATION OF CONTRACTS; HOW CONTRACT IS
RESOLVED IN CASE OF DOUBT.—When there is a doubt as to
whether a deed is one of absolute sale or one with *pacto de*

retro, the doubt should be resolved in favor of the greatest reciprocity of interests, the contract involved being an onerous one.

2. SALE; "PACTO DE RETRO" SALE; IMPROVEMENTS MADE IN A LOT SUBJECT TO RIGHT OF REPURCHASE, NOT RECOVERABLE.—Where the improvements are introduced in a parcel of land by its purchaser under a deed of sale with right to repurchase, and there is no stipulation as to the repurchaser's paying for the improvements, the value of the same is irrecoverable because the purchaser knew that he was introducing said improvements at the risk of losing them should the land be redeemed. (*Abad vs. Miradora et al.*, CA-G. R. No. 9071, March 12, 1943, and published in Official Gazette Vol. II, No. 7, p. 687, July, 1943.)

APPEAL from a judgment of the Court of First Instance of Pampanga. Lucero, J.

The facts are stated in the opinion of the court.

Juan G. Lagman for appellant.

Francisco M. Ramos for appellees.

RODAS, J.:

This is an appeal from a decision of the Court of First Instance of Pampanga, the dispositive part of which reads as follows:

"In view of the foregoing considerations, the Court hereby declares that the plaintiffs, as heirs of Pedro de la Cruz and Rita Alipio, are entitled to repurchase the land in question from the defendant, upon payment of ₱1,500, and orders the defendant, to accept said repurchase price, which right should be exercised within 60 days from the time this decision becomes final. After the repurchase is effected, defendant is ordered to deliver possession to plaintiffs of said land.

"No pronouncement is made as to costs."

Pedro de la Cruz and Rita Alipio, sometimes called Rita Arceo, were the registered owners of the parcel of land covered by original certificate of title No. 18821 of the Office of the register of deeds of Pampanga, containing an area of 20,579 square meters more or less, situated in barrio Sta. Monica, municipality of Lubao, of said province, subject to a mortgage for the sum of ₱900 in favor of Eulalio Tanquilut which would mature in 1936.

The mortgage to which the said property was subject was contracted in the year 1930, according to the evidence for the plaintiffs, while the defendant contends that it was executed in his favor in 1932. The witnesses for the plaintiffs (now appellees) testified that in the month of October, 1935, their parents, the spouses above-mentioned, being unable to pay the interest on the amount of the mortgage, sold the land with *pacto de retro* to the defendant (now appellant) for the sum of ₱1,500 and that the corresponding deed was prepared by notary public Serafin de Mesa, and acknowledged before him; that the consideration of ₱1,500 consisted of the principal of the

mortgage and the interest thereon which amounted to ₱400, due after 1931 to 1935, the interest for the first year having been paid amounting to ₱135, for which defendant refused to issue receipt on the pretext that there was no need for it because the mortgagors and the mortgagee dealt with each other as brothers, and that, therefore, only about ₱200 was paid by the buyers to the vendors; that after the execution of the deed in Pampango dialect, it was read to them by Serafin de Mesa himself who handed them a copy thereof; that said deed was a *pacto de retro* sale in favor of Eulalio Tanquilut of the fishpond in question for the above-mentioned sum of ₱1,500, redeemable in 10 years on condition that no interest should be paid on said sum but in lieu thereof, the land or fishpond should be in the possession of the buyer until its redemption, and that, as a matter of fact, the buyer took possession thereof immediately after. Pedro de la Cruz died during the Japanese occupation or, to be more exact, on June 13, 1943, and his wife, on March 14, 1938. In 1934, the heirs of said spouses, the herein plaintiffs, talked to Tanquilut about the redemption of the fishpond, to which the latter was not willing to consent unless he was paid in genuine Philippine currency, and not in Japanese Military Notes which were valueless, and because of the refusal of the buyer, a suit was brought before the Court of First Instance of Pampanga on July 20, 1944 by the above-mentioned heirs of the deceased spouses.

The defendant testified that it was in 1933 when the deceased spouses Pedro de la Cruz and Rita Alipio sold the fishpond to him for the sum of ₱1,500 and that the corresponding deed of sale in Spanish was prepared by Serafin de Mesa right in his house in Guagua, Pampanga, but was read to the vendors and their witnesses Victoriano Bacani and Juan de la Cruz by said notary public in Pampango; that he paid the vendors the sum of ₱600 in the presence of the notary public to complete the loan of ₱900 to ₱1,500 which was the consideration agreed upon between them for the absolute sale of the land in his favor, but the parties were not given a copy of the deed of sale, which was left in the possession of the notary public in order that he could register the same and secure the corresponding title in favor of Tanquilut, the buyer; that in accordance with the terms of the said deed of sale, the land was delivered to him, and he in turn delivered it to his *encargado*, Eugenio Morales; and that in 1934 the wooden gate had to be replaced by a concrete head-gate for which he spent ₱800 and ₱200 more for the repair of the dike. Later on he stated that he spent ₱1,600 for the first time work was done in the fishpond and five years later, he spent another ₱200 and

then another P500 for the reparation of the land during the Japanese occupation and the improvement of the fishpond. This last work was done in 1943. He added that when he took over the land part of it had not yet been converted into fishpond and he had to do it. To support his contention that the deed of absolute sale was executed in his favor in 1933, and that he took possession thereof right in that year, he produced official receipts showing payments of land taxes marked Exhibits 2, 2-A, to 2-G, and Exhibit 3, tax declaration No. 22638 in the name of Pedro de la Cruz from which it was transferred to his name under tax declaration No. 25637 marked Exhibit 4.

Neither the plaintiffs nor the defendant could produce copy of the deed of sale executed by the deceased spouses in favor of the latter, because plaintiffs alleged and proved that the copy delivered to them was lost during the liberation, and the defendant in turn stated that the copy of said deed which should have been delivered to him was left in the possession of the notary public in connection with his request to have the same registered in order that a certificate of title could be secured in his name.

There seems to be no need of discussing the question as to whether the first deed of mortgage in favor of the defendant was executed in the year 1930, as alleged by the plaintiffs or in the year 1932, as contended by the defendant. The first material question that comes up for discussion is whether the second document or agreement entered into between the parties was executed in 1935, as claimed by the plaintiffs, or in 1933, as claimed by the defendant, and whether said deed was a deed of absolute sale, or a deed of sale with *pacto de retro*. The oral evidence for the defense on this point consists in the testimony of the defendant and his two witnesses, the watcher of the fishpond, and the notary public who prepared the deed. The last witness testified that both the deed of mortgage and the deed of absolute sale were executed and acknowledged before him in the year 1933, which contradicts materially the testimony of the defendant Tanquilut, who stated that the deed of mortgage was executed in 1932, and 19 months after its execution, to wit, in October, 1933, the deed of absolute sale in his favor was executed. At any rate, the testimony of the notary public in the form of a deposition taken right at his town of Guagua, because of his high blood pressure and partial paralysis, does not seem to be very reliable, for again he contradicted the testimony of Tanquilut when he stated that the money paid by the latter to the vendors was P1,800, when according to Tanquilut it was P600, and according to the plaintiffs it was only about P200. The testimony of the witness Eugenio Morales, who seemed to be very positive that he began to work

for the defendant as watcher of the fishpond in question in 1933, seems to be unreliable for, on cross-examination, he could not give any reason why he remembered that it was in 1933 when he began to work as watcher of said fishpond, except that in 1934, the following year, there was a strong typhoon and in 1935 there was a big flood, but he had to admit that for several years after 1933, typhoons and floods had been working havoc in Pampanga and could not remember other important events concerning his life in the same way he remembered that he first worked as watcher of the fishpond in litigation in 1933.

The testimony of the defendant and his witnesses is, however, belied as to the date of the execution of said deed of sale, by Exhibit 2 which is an official receipt showing payment of taxes on the property in question made by Pedro de la Cruz for the year 1935 and by Exhibits 3 and 4, the first being tax declaration No. 22638 in the name of Pedro de la Cruz Cueva which was cancelled by Exhibit 4, tax declaration No. 25637 covering the same land in the name of Eulalio Tanquilut filed on May 26, 1936 and effective in the year 1937. If Tanquilut paid the land taxes for the years 1934 and 1935, he should have the corresponding receipts in his name. The fact, however, is that he did not produce any tax receipt for 1934, and that the receipt he produced for 1935 shows that the taxes for said year were paid by Pedro de la Cruz. Had he paid said taxes, as he contends, it should appear so in the receipt, as it does in the receipt for the year 1936, Exhibit B, when he paid the taxes for the first time on said land, for such is the practice in the issuance of official receipts for payment of taxes made by persons other than the owner or possessor of the real property for which the taxes are paid. And had the sale been made in 1933, there seems to be no reason, and no explanation has been given by the defendant, why the transfer to his name of the corresponding tax declaration was only made on May 26, 1936. There is, therefore, every reason to believe that the deed of sale in favor of the defendant executed by the deceased spouses was prepared, executed and acknowledged before the notary public Serafin de Mesa in 1935.

If, as contended by the defendant, the sale in his favor of the fishpond in question was an absolute sale, and not a sale with right to repurchase, the failure to register the said deed in his name from 1933 to January 4, 1942 when, according to Serafin de Mesa, the same was destroyed by fire together with the owner's duplicate certificate of title and other documents in his office in Guagua on the occasion of the Japanese occupation of said town, is a strong reason against his contention. A man who seems to be punctilious as the defendant in the keeping of his papers or docu-

ments, as shown by the production by him of the official receipts showing payments of land taxes on the property in question from 1935 which must have been secured by him from the vendors in the very year the sale was made in his favor, could not certainly have neglected for 9 years the registration in his name of a property which he bought for ₱1,500 and for the improvement of which he said he spent ₱2,500 more or less. Had said document been destroyed by fire, as alleged by the defendant, he should have taken steps to secure from Pedro de la Cruz who was still alive in 1942 the duplicate copy which he ought to have of said deed of sale, and in case there was no such copy available as the notary public contends, for he said he did not furnish copy to either of the parties, he could have caused Pedro de la Cruz or his heirs, after his death, to execute another deed of sale in his favor. But instead, Tanquilut remained indifferent and inactive, until he was sued by the plaintiffs to compel him to recall the property to them.

That part of the deposition of Serafin de Mesa to the effect that after the preparation and execution of the deed of absolute sale by the vendors he did not care to give a copy thereof either to the vendors or to the vendee, is unbelievable. If his reason in doing so was to have said copies in his possession for the purpose of registration, the original and a duplicate copy would have been more than sufficient. This goes to show that the document could not have been an outright sale but one with right to repurchase and must have been prepared in the Pampango dialect as claimed by the plaintiffs, and not in Spanish as claimed by the notary public and the defendant.

When there is a doubt as to whether a deed is one of absolute sale or one with *pacto de retro*, the doubt should be resolved in favor of the greatest reciprocity of interests, the contract involved being an onerous one.

As to the last error regarding the refusal of the trial court to take into consideration the sum of ₱1,800, the amount of work and improvements made by the defendant on the fishpond in question, the ruling of this Court cited by the trial judge in his decision, laid down in the case of *Abad vs. Miradura et al.*, CA.—G. R. No. 9071, March 12, 1943, and published in Official Gazette Vol. II, No. 7, p. 687, July, 1943, is entirely applicable to this case, which ruling reads as follows:

"Improvements made in a lot subject to the right of repurchase.—Where the improvements are introduced in a parcel of land by its purchaser under a deed of sale with right to repurchase, and there is no stipulation as to the repurchaser's paying for the improvements, the value of the same is irrecoverable because the purchaser knew that he was introducing said improvements at the risk of losing them should the land be redeemed."

In view of the foregoing, the Court orders the defendant to reconvey the fishpond in question to the plaintiffs and execute the corresponding deed upon payment to be made within thirty days from the time this decision has become final of the sum of ₱1,500, and should he refuse or fail to do so within thirty days after the payment of said sum of ₱1,500, let the transfer be made by virtue of this decision.

The decision appealed from is thus modified, with costs against the appellant.

Jugo and De la Rosa, JJ., concur.

Judgment modified.

[No. 2625-R. June 30, 1949]

THE PEOPLE OF THE PHILIPPINES, plaintiff and appellee, *vs.*
ANGELES ENGAY, defendant and appellant

1. CRIMINAL LAW; HOMICIDE; ACT MERELY SUGGESTING PREMEDITATION BUT WITHOUT EVIDENCE OF THE TIME WHEN DECISION TO KILL WAS MADE DOES NOT QUALIFY CRIME AS MURDER.—The act of the accused in carrying in her bag one blade of scissors sharpened at both edges, may suggest premeditation, but although she had obviously gone to the church with the intention to kill the deceased, the qualifying circumstance of premeditation cannot be held against her because there is no evidence on record to fix the time when she decided to kill her former lover, and it cannot be ascertained whether she had sufficiently reflected upon her decision (*U. S. vs Amoros*, 5 Phil., 466; *U.S. vs. Buncad*, 25 Phil., 530; *U.S. vs. Gil*, 13 Phil., 530). There being no qualifying circumstances of murder present in the killing, the crime committed by the accused can only be considered as simple homicide.
2. *Id.*; *Id.*; MITIGATING CIRCUMSTANCE OF VOLUNTARY SURRENDER; PASSIVITY OF OFFENDER WHEN TAKEN TO CUSTODY BY AUTHORITIES DOES NOT AMOUNT TO VOLUNTARY SURRENDER.—The fact that an offender does not struggle to free himself when he is taken to custody by the authorities or their agents who stopped the assault, or when he is brought to the municipal building, does not amount to voluntary surrender (*People vs. Siojo*, G. R. No. 41746; *People vs. Yuman*, G. R. No. 43469, August. 21, 1935).
3. *Id.*; *Id.*; MITIGATING CIRCUMSTANCE OF PASSION AND OBFUSCATION NEED NOT NECESSARILY ORIGINATE FROM LAWFUL SENTIMENTS.—While it is true that “the causes which produce in the mind loss of reason and self-control, and which lessen criminal responsibility are those which originate from lawful sentiments, not such as arise from vicious, unworthy and immoral passions.” (*U.S. vs. Hicks*, 14 Phil., 217), yet, the fact that accused lived for long 15 years as the real wife of the deceased, whose house she helped to support, could not but arouse that natural feeling of despair in the woman that saw her life broken and found herself abandoned by a man that she considered for so long a time as her husband and for whom she had made so many sacrifices. That sentiment, which is so human and the natural outspout of such desolutions, usually originates that impulse so powerful that produces passion and obfuscation, and should be distinguished

from other unlawful sentiments arising from vicious, unworthy and immoral causes. (U.S. vs. Monteroso, 33 Phil., 325).

APPEAL from a judgment of the Court of First Instance of Leyte. Piccio, J.

The facts are stated in the opinion of the court.

E. A. Perkins for appellant.

First Assistant Solicitor General Roberto A. Gianzon and *Solicitor Ramon L. Abanceña* for appellee.

FELIX, J.:

Prosecuted for the crime of murder in the Court of First Instance of Leyte, Angeles Engay was, after due hearing, found guilty of homicide attended by three mitigating circumstances, namely, that the accused (1) acted upon an impulse so powerful as naturally to have produced passion and obfuscation, (2) had no intention to commit so grave a wrong as that committed, judging from the weapon used, and (3) had voluntarily submitted herself to the authorities without the least show of resistance, and there being no aggravating circumstances to offset the same, she was sentenced to the indeterminate penalty mentioned later on.

Not satisfied with the outcome of her case, Angeles Engay appealed to us, and in this instance her counsel maintains that the lower court erred: (1) In not acquitting the appellant on the ground of self-defense, and (2) in sentencing the appellant to an indeterminate penalty of from five (5) years, four (4) months and twenty-one (21) days of *prisión correccional*, as minimum, to eight (8) years and one (1) day of *prisión mayor*, as maximum, to indemnify the heirs of the accused in the sum of ₱2,000, and to pay the costs.

The Solicitor General in his turn contends that under the evidence submitted appellant is guilty beyond reasonable doubt as principal of the crime of murder, without the attendance of any mitigating or aggravating circumstances, and that the penalty that should have been imposed upon her according to law is *reclusión perpetua*, a penalty that is beyond the jurisdiction of this Court of Appeals to impose.

There is no dispute as to the following facts, to wit: that Angeles Engay was the common-law wife of Elpidio Bederio since 1933; that as such she lived with Elpidio Bederio first in Leyte, then in Manila, and during the Japanese occupation, in the Cagayan Valley where Elpidio entered the ranks of the guerillas; that soon after liberation sickness forced Elpidio to enter a hospital in Tagudin, Ilocos Sur, leaving Angeles Engay in the Cagayan Valley; that in Ilocos Sur, Elpidio married Rosita Villanueva Ladiano without the knowledge of Angeles; that Angeles

knew of this marriage only subsequently when she visited Elpidio in Ilocos Sur; and that later Elpidio brought his wife Rosita to Leyte, where Angeles also returned on vacation. It is likewise undisputed that appellant Angeles Engay in the presence of numerous persons, stabbed Bederio with one separated and pointed scissors' blade, sharpened at both edges, when her former lover was on June 8, 1947, leaving the church of Burauen, Leyte, after mass; and that Elpidio died in consequence thereof on the following day.

As acknowledged by counsel for appellant at the hearing of this case before us, the disputed facts refer only to the circumstances immediately surrounding the stabbing of Elpidio, counsel for appellant lamenting that so important a witness as Mayor Eduardo R. Bugho, of Burauen, who undoubtedly was the main witness for both parties was not made to testify, and that the description of the event as given in the transcription of the notes taken at the hearing is quite a mess as to certain important details.

Appellant testifying in court declared, among other things, that she arrived at Burauen on May 18, 1947, though she only met the deceased for the first time in the morning of June 8, 1947, when she was coming out of the church; that they engaged in a brief conversation in the course of which she asked for her belongings and invited him to go to the mayor to settle their case; that Bederio got angry and, taking hold of his revolver, said at the same time that he was going to shoot her for pestering him with her repeated demands, and seeing that he tried to draw something from his waist, she jumped at him and drawing out one of the blades of the scissors she carrying in her bag, stabbed the deceased with it; that her bag had no fastening; that she possessed that blade of scissors since 1944, when it was given to her by Bederio for the purpose of cutting finger nails and also to be used in her work, because she was a dressmaker; that when said blade was given to her it was already sharpened in both edges; that the blade of the scissors was inside the body of Bederio for a few seconds only, because she drew it out as the mayor approached; and that when this official called the policeman Bederio himself said: "Agui! Dadong, do not put her in jail because it is I who is guilty."

The theory of the prosecution, on the contrary, is to the effect that Elpidio Bederio and his wife Rosita Villanueva Ladiano were in the church of Burauen hearing mass early in the morning of June 8, 1947; that after the mass these spouses went out of the church; that out of a sudden appellant embraced Elpidio from behind and stabbed him on the abdomen with a scissors' blade; that noticing the assault, Rosita, who was a little ahead of Elpidio, turned back and tried vainly to break Angeles' hold on her hus-

band; that at said juncture Demetrio Cabarliza, who was near the three and had seen the attack, also intervened finally wrenching Angeles from Elpidio, after which the mayor of Burauen, who also happened to be near, took the scissors' blade from Angeles and caused Elpidio to be brought to the dispensary of the town for treatment where he made an *ante-mortem* declaration stating that he had been "treacherously stabbed on the abdomen with a scissors by Angeles Engay" (Exhibit C).

Demetrio Cabarliza, testifying particularly on the circumstances at the moment of the struggle, said that he was coming out of the church after the mass and was conversing with the municipal mayor and others when he saw Rosita pass by, barely two meters ahead of her husband. In no time appellant appeared and passing at the back of the witness and his group went to where Elpidio was, and grabbed him with her both arms as if she were holding some object. This witness did not know that the woman had the scissors, and further says that after about two minutes or more, he saw that the deceased's wife came back to succor her husband though she did not succeed in releasing him from the hands of appellant, so he (Cabarliza) approached to help them and saw the deceased biting the hand of the appellant who had the ring of the scissors around *her left thumb*. This witness further declared that he then removed Angeles' left hand which was over Elpidio's abdomen to the left side, and afterwards appellant's *right hand which was holding the scissors*. This right hand was still over the stomach of Elpidio when Cabarliza asked for help, and the mayor approached and it was he who took hold of the right hand of the appellant and drew out the scissors (Exhibit A) from the right hand. Then Cabarliza took the revolver Exhibit 1 without being noticed by anybody.

It is thus seen that while the prosecution contends that appellant treacherously assaulted and stabbed the deceased, committing the crime of murder, the defense maintains that she was in conversation with the deceased, and that she would not have stabbed him with the scissors she was carrying if she had not found herself in danger of being shot when threatened by the deceased as the latter made a move to draw out his revolver.

The trial judge, who had the opportunity of seeing the witnesses while testifying in court, held that the assault was not treacherous, but disregarded the plea of self-defense. Considering that in criminal cases every doubt must be resolved in favor of the defendant, We are inclined to believe that Elpidio Bederio was apprised of appellant's presence before her assault, and that he was not attacked from behind. Consequently, the qualifying circumstance of treachery shall not be appreciated as attending the com-

mission of the offense. We also concur with the opinion of the trial judge in not accepting the plea of self-defense. Even assuming, as claimed by appellant, that Elpidio Bederio pleaded to the mayor not to put Angeles Engay in jail because he was at fault, which is not very likely in view of the *ante-mortem* statement of the deceased (Exhibit C), yet such plea in behalf of his former paramour cannot imply the admission that he had tried to draw his revolver to shoot her, but merely that he was at fault because her aggression was motivated by, or was the result of his behavior towards appellant.

The carrying in the bag of one blade of the scissors sharpened at both edges, suggests premeditation, but the Solicitor General admits that although appellant had obviously gone to the church with the intention to kill Elpidio Bederio, the qualifying circumstance of premeditation cannot be held against her because there is no evidence on record to fix the time when she decided to kill her former lover, and it cannot be ascertained whether she had sufficiently reflected upon her decision (U.S. *vs.* Amoroso, 5 Phil., 466; U.S. *vs.* Buncad, 25 Phil., 530; U.S. *vs.* Gil, 13 Phil., 530). There being no qualifying circumstances of murder present in the killing of Elpidio Bederio, the crime committed by appellant can only be considered as simple homicide.

Let Us now proceed to discuss whether three mitigating circumstances may be appreciated in favor of appellant, as it was done by the trial judge in the decision appealed from. With regard to the circumstance of offender's lack of intent to commit so grave a wrong as that committed (Art. 13 No. 3, RPC), We concur with the Solicitor General that the deadliness of the weapon used by appellant and the location of the wound inflicted upon the deceased, in the abdomen, a vital part of the body, precludes the lack of intention to kill. The Supreme Court already held that:

"One who, with definite and perverse intention of doing injury, inflicts upon his victim a serious and fatal wound in the abdomen, cannot invoke in his favor the circumstance that he did not have the intention to commit so grave a wrong as that committed." (U.S. *vs.* Mandac, 31 Phil., 240.—See *People vs. Mercado*, 51 Phil., 99).

With respect, to the mitigating circumstance of offender's voluntary surrender (article 13, No. 7, RPC), the Solicitor General also rightly maintains that the fact that an offender does not struggle to free himself when he is taken to custody by the authorities or their agents who stopped the assault, or when he is brought to the municipal building, does not amount to voluntary surrender (*People vs. Siojo*, G.R. No. 41746; *People vs. Yuman*, G.R. No. 43469, Aug. 21, 1935). In the case at bar appellant was just caught red-handed, in the act of the commission of the

offense, and was arrested by the mayor of Burauen and sergeant Arano of the police force of the town.

Anent the mitigating circumstance of passion and obfuscation, although we hold that it is true that "the causes which produce in the mind loss of reason and self-control, and which lessen criminal responsibility are those which originate from lawful sentiments, not such arise from vicious, unworthy and immoral passions" (U.S. *vs.* Hicks, 14 Phil., 217), yet, the fact that appellant lived for long 15 years as the real wife of the deceased, whose house she helped to support, could not but arise that natural feeling of despair in the woman that saw her life broken and found herself abandoned by a man that she considered for so long a time as her husband and for whom she had made so many sacrifices. If that sentiment, which is so human and the natural outspout of such desertions, usually originates that impulse so powerful that produce passion and obfuscation, We should distinguish if from other unlawful sentiments arising from vicious, unworthy and immoral causes. In the case of U. S. *vs.* Monteroso, 33 Phil., 325, the Supreme Court held that:

"A legitimate and natural cause of indignation and anger leading to a wordy quarrel between the owner of the house and a visitor, is established when it appears that the visitor placed lascivious hands upon a young woman with whom he was dancing, and *this notwithstanding the fact that the woman was the querida (mistress) of the owner of the house.*"

Wherefore, we find appellant guilty of the crime of homicide with the attendance of the mitigating circumstance of having acted upon an impulse so powerful as naturally to have produced passion or obfuscation (Art. 13 No. 6, RPC), and in accordance with the provisions of Articles 13 No. 6, 46, 64 No. 2 and 249 of the Revised Penal Code and of the Indeterminate Sentence Act (No. 4225), she is sentenced to the indeterminate penalty of from six (6) years and one (1) day of *prisión mayor* to twelve (12) years and one (1) day of *reclusión temporal*, to the accessories of the law, to indemnify the heirs of the offended party in the sum of ₱2,000, without subsidiary imprisonment in case of insolvency, and to pay the costs.

With this modification as to the penalty, the decision appealed from is hereby affirmed. So it is ordered.

Torres, Pres. J., and Endencia, J., concur.

Judgment modified.

TORRES, Pres. J., concurring:

I fully concur in the decision penned by Mr. Justice Felix. There being no doubt, in my mind, that appellant, according to the facts stated in the decision, is responsible for the death of Elpidio Bederio, I deem it unnecessary to restate herein the facts which culminated in the slaying

of the deceased. My sole purpose in penning this concurring opinion is to bring to the attention of the proper authorities the set of circumstances which impelled this appellant to stab Elpidio Bederio in front of the church of Burauen, Leyte, on June 8, 1947.

According to the record, Elpidio and appellant had been living together as common law husband and wife since 1933, but after about fourteen years, he separated from appellant and without the latter's knowledge, legally married another woman. She had been asking him for a settlement regarding certain properties which remained in his possession, but it seems that the deceased, after having repudiated her also gave her the cold shoulder whenever she approached him for an adjustment. Then came fateful morning in front of the church, wherein she requested him to accompany her to the office of the municipal mayor for an adjustment of their differences. The evidence regarding the words exchanged between the deceased and the appellant, before the latter stabbed the former, is rather conflicting. But the fact that according to the record, the deceased told the arresting policeman not to put this appellant in jail because he (Elpidio) was at fault, should not be disregarded. According to the decision, it may mean that "he was at fault because her aggression was motivated by, or was the result of his behavior towards appellant." Moreover, Mr. Justice Felix, commenting on the attendance of the mitigating circumstance of passion and obfuscation in the commission of the offense at bar, says that "appellant lived for long 15 years as the real wife of the deceased, whose house she helped to support, could not but arise that natural feeling of despair in the woman that saw her life broken and found herself abandoned by a man that she considered for so long a time as her husband and for whom she had made so many sacrifices." For that reason, it is held in the decision that the attendance of the mitigating circumstance of appellant having acted upon an impulse so powerful as naturally to have produced passion and obfuscation (Art. 13 No. 6, RPC), is in order. And contrary to the recommendation of the Solicitor General that appellant be found guilty of murder, without the attendance of any modifying circumstance, she is found by us guilty of homicide and sentenced to an indeterminate penalty ranging from 6 years and 1 day to 12 years and 1 day of *reclusión temporal*.

Under those circumstances and considering that this appellant is not of the criminal type, it is believed that her case may, after the lapse of reasonable period of time, be brought to the attention of the proper authorities for executive clemency.

Judgment modified.